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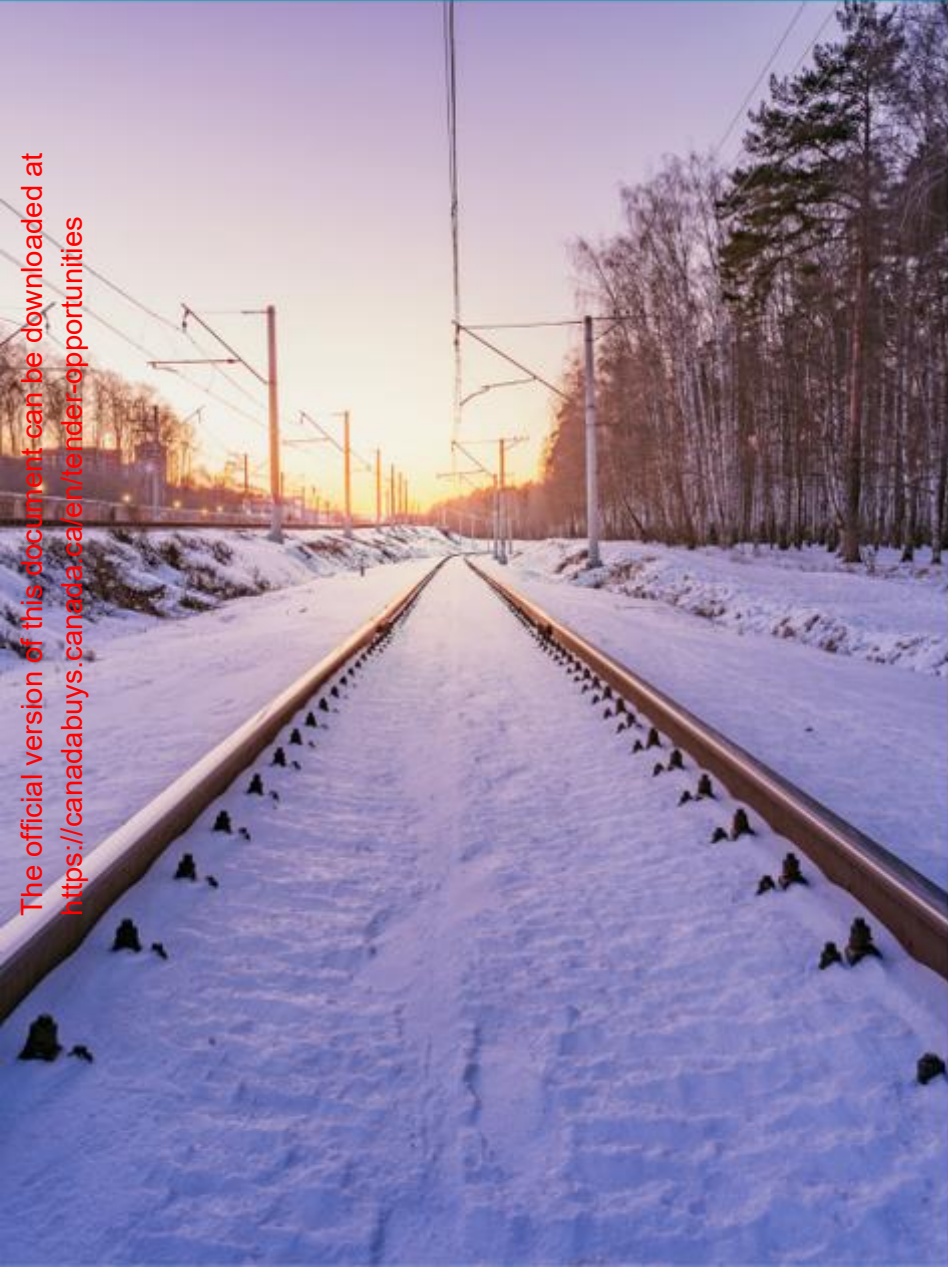
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HIGH FREQUENCY RAIL PROJECT

Request for Qualifications



The official version of this document can be downloaded at <https://canadabuy.ca/en/tender-opportunities>

RFQ No. T8128-210188/C

Issued on February 17th, 2023. Submission Deadline: April 24th, 2023 14:00 EDT

THE HIGH FREQUENCY RAIL PROJECT

FOREWORD FROM THE MINISTER OF TRANSPORT



Greetings. I am pleased to share this Request for Qualifications, marking the next step in the development of High Frequency Rail– a transformational project that will create concrete benefits for Canadians, such as shorter travel times, cleaner transportation, more frequent departures, and enhanced reliability. High Frequency Rail aims to fundamentally change the way Canadians travel in Ontario and Quebec, improving accessibility for all and providing increased choices for where people live work, and travel.

The High Frequency Rail Project is a significant economic opportunity for Canada. It will be the largest investment in passenger rail and one of Canada's largest infrastructure projects in the last half-century. Recognizing the project's size and scale, the Government of Canada is seeking world-class knowledge and private sector expertise for all aspects of the Project, particularly from those companies who have successfully delivered complex infrastructure projects in North America and around the world. I am confident this collaborative approach will promote innovation, provide the best value to Canadians, and ultimately deliver a world-class service.

As we look forward to the continued development of the High Frequency Rail Project, I want to emphasize my ongoing confidence in VIA Rail. VIA Rail and its employees will be critical to the success and advancement of the Project. As well, I expect many Corridor-based VIA Rail employees would be directly involved in delivering these services to Canadians, working for the public-private partnership that would implement the Project. The Government will require that any arrangement with a private sector partner respects collective agreements and benefits, demonstrates how the partner would work with VIA Rail's employees and unions, and ensures that existing employees would benefit from the job opportunities the Project will offer. Altogether, High Frequency Rail promises a better future for workers in the passenger rail sector by modernizing, enhancing, and increasing service which will create new job opportunities for current and future employees.

Engagement, consultation, and collaboration with Indigenous peoples will also be essential to the success of this Project. I am committed to ongoing engagement and meaningful consultation with Indigenous peoples across Ontario and Quebec. I place significant value on selecting a private sector partner who also prioritizes and values meaningful relationships with Indigenous peoples. By working together, we can develop the Project effectively to create mutually beneficial socioeconomic development opportunities.

The Government of Canada eagerly anticipates working with the private sector, Indigenous peoples, municipalities, provinces, stakeholders, and Canadians to continue the development of the High Frequency Rail Project that will benefit Canada for generations to come.

Thank you for your interest,

THE HIGH FREQUENCY RAIL PROJECT: BACKGROUND AND BENEFITS

Looking to the future and the need to fight climate change, Canada is seeking to increase the sustainability of its transportation system by providing travellers with enhanced low carbon, low emission options. While ridership on intercity passenger rail services in the densely populated Québec City – Windsor Corridor remains significant, acute challenges prevent the current service from attracting additional passengers from more carbon-intensive options, such as air travel and private vehicles. Many of these challenges stem from VIA Rail's services operating primarily on congested rail infrastructure owned and controlled by freight rail companies.

In this context, the Project is a game changer for travel in the Corridor. The Project will offer travellers a more frequent, faster and more reliable transportation option in this heavily travelled corridor; improved connectivity between cities and with other modes of transportation; an innovative and sustainable transportation option to reduce greenhouse gas emissions; and a safe and accessible transportation option, providing Canadians with better travel options to meet their needs.

Canada is committed to modernizing intercity passenger rail services in a way that will best meet the transportation needs of travellers while also creating jobs and economic growth. The Project will transform passenger rail service in Canada. It will create a modern, resilient, sustainable and mostly electrified rail service that uses mostly dedicated tracks between Québec City, Trois-Rivières, Montréal, Ottawa, Peterborough and Toronto.

The Project will make rail travel more accessible and create more choices for where people can live and work. It will also support the long-term regional and economic growth of the country's most densely populated region. Moreover, expanded services in the Corridor promise to create additional career opportunities in the passenger rail sector. HFR Services will also operate according to the highest safety standards.

The Project is an opportunity to involve industry knowledge and world-class expertise in order to deliver the best results for Canadians. With this Request for Qualifications, Canada is inviting the best Canadian and international developers to compete for the opportunity to present innovative approaches to design, optimize, deliver and operate the Project over a 30-to-50-year period. By maximizing competition and innovation, better services can be achieved, design and construction can be accelerated and the cost to taxpayers can be reduced.

The Project promises a better future for workers in the passenger rail sector by modernizing, enhancing and greatly expanding service, creating new job opportunities for current and future employees. VIA Rail, its unions and its employees are also critical to the success and advancement of the Project. VIA Rail will be a key partner in the Project by providing all necessary support, co-operation and operational expertise in the delivery of the Project and will continue to play a key role across Canada as its national passenger rail provider.

The Project also provides an opportunity for Canada to demonstrate its commitment to open and constructive relationships with Indigenous peoples that are grounded in the principles of engaging early and meaningfully in accordance with the principles of the *United Nations Declaration on the Rights of Indigenous Peoples*, fulfilling the Government of Canada's duty to consult and accommodate, and advancing priorities on reconciliation.

SUMMARY OF KEY INFORMATION

RFQ TITLE	<p>The title of this RFQ is:</p> <p>“Request for Qualifications for the High Frequency Rail Project”</p> <p>Interested parties and Respondents should use this title on all correspondence with the Procurement Authority.</p>
PROCUREMENT AUTHORITY	Public Works and Government Services Canada (PWGSC), operating as Public Services and Procurement Canada (PSPC).
PROCUREMENT AUTHORITY CONTACT PERSON	<p>Alfred Ogbumor</p> <p>To be contacted through the messaging system in CanadaBuys</p>
SUBMISSION DEADLINE	April 24, 2023 14:00 EDT
DELIVERY OF RESPONSE	All Responses must be submitted through CanadaBuys in accordance with the instructions set forth in this RFQ.
ENQUIRIES	<p>Enquiries regarding this RFQ should be submitted only to the Procurement Authority Contact Person, by no later than April 7, 2023 14:00 EDT.</p> <p>The messaging function in CanadaBuys must be used to submit Enquiries or to otherwise communicate with the Procurement Authority. See Section 3.3 for additional details.</p>
INELIGIBLE PARTIES	The list of Ineligible Parties is set forth at Section 19 of Appendix B – RFQ Standard Instructions.
FAIRNESS MONITOR	BDO Canada LLP

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1. INTRODUCTION

1.1 Purpose of the RFQ

- 1.1.1** The Procurement Authority, on behalf of the Project Authority, is hereby launching the Procurement Process to select a Private Developer Partner to further advance the design and the technical, financial and commercial Solution for the Project, in accordance with the Pre-Development Agreement.
- 1.1.2** The purpose of this RFQ is to allow interested parties to submit their Response, indicating their interest in participating in the Procurement Process and providing their relevant qualifications.
- 1.1.3** Based on these Responses, the Procurement Authority intends to identify, in accordance with the terms of this RFQ, up to three (3) Qualified Respondents to submit Proposals to the Procurement Authority pursuant to the Request for Proposals.
- 1.1.4** Respondents acknowledge that there is no guarantee that any Qualified Respondents will be selected pursuant to this RFQ.

1.2 Eligibility to Participate in the RFQ

Subject to any eligibility and compliance criteria set forth or referred to in this RFQ, any interested party or parties may submit a Response to this RFQ.

1.3 Contents

This RFQ consists of the following documents:

- the body of this document;
- Appendix A - Definitions and Interpretation;
- Appendix B – RFQ Standard Instructions;
- Appendix C – Forms and Certifications (Package 1);
- Appendix D – Response Requirements and Evaluation Criteria;
- Appendix E – Applicable Scales For Rated Evaluation Criteria;
- Appendix F – Enquiry Form;
- Appendix G – Phased Response Compliance Process (PRCP);
- Appendix H – Administrative Checklist;
- Appendix I – RFQ Security Guide; and
- Appendix J – Additional Project Information.

1.4 The Procurement Authority and the Contracting Authority

1.4.1 Procurement Authority

Public Works and Government Services Canada (PWGSC), operating as Public Services and Procurement Canada (PSPC), is responsible for the administration of the Procurement Process on behalf of the Project Authority.

1.4.2 Project Authority

Transport Canada is the federal department that is the Project Authority as accountable owner for the Project. The Procurement Authority and the Project Authority are leading the Procurement Process. Once the Pre-Development Agreement is executed, the Contracting Authority will lead the development of the Project together with the Private

Developer Partner. The Project Authority will have specific roles during the Co-Development Phase and Execution Phase, as identified in the RFQ and which will be further detailed in the RFP.

1.4.3 Contracting Authority

As further described in Section 2.9 herein, the Contracting Authority is VIA HFR-VIA TGF Inc. (VIA HFR), a wholly owned subsidiary of VIA Rail, created for the purposes of developing the Project. Following the completion of the Procurement Process, it is anticipated that the Contracting Authority will enter into the Pre-Development Agreement with the Private Developer Partner and, where applicable pursuant to the Pre-Development Agreement (and subject to future Government of Canada decision making), will enter into the Project Agreement with the Private Partner.

1.5 Fairness Monitor

The Procurement Authority has engaged a Fairness Monitor for this procurement. The Fairness Monitor will provide formal oversight and independent validation of the fairness of the Procurement Process. The Fairness Monitor will submit its final report in this regard to the Procurement Authority, which will be made public.

1.6 Communication with the Procurement Authority

1.6.1 The Procurement Authority has designated as the Procurement Authority Contact Person, the person set forth in the Summary of Key Information.

1.6.2 To ensure the integrity of the Procurement Process, communications concerning this RFQ and the Procurement Process must, subject to the requirements of Section 3.3, be formulated in writing, in French or English, and sent only to the Procurement Authority Contact Person through the messaging function in CanadaBuys.

1.6.3 The Procurement Authority Contact Person is the only person with whom any interested party may communicate regarding the Procurement Process. Other than in the information sessions contemplated in Section 3.4, the Procurement Authority does not intend to provide any information orally. No information provided orally, regardless of the context or circumstances, will bind the Procurement Authority, the Contracting Authority, the Project Authority, or Canada in any way in relation to the Procurement Process, the Project, or otherwise.

2. THE HIGH FREQUENCY RAIL PROJECT

2.1 Context

2.1.1 The Corridor

The Corridor is the most densely populated and heavily industrialized region in Canada. It extends over 1,150 km between Québec City, Québec in the northeast and Windsor, Ontario, in the southwest. The regions within the Corridor include 61% of Canada's total population and 62% of Canada's total labour market. These regions are responsible for 59% of Canada's GDP and generate 34% of Canada's greenhouse gas emissions.

By 2043, an additional 5 million people, an increase of 21% from 2020, are projected to live in Québec and Ontario, over half of the projected growth in Canada. Most of these new residents will live and work in the Corridor. While rail passenger ridership in the Corridor has increased in recent years, rail passenger travel

accounted for only 2.3% of all trips through the Corridor in 2019, with 94% of the trips within the Corridor being made by car.

The greatest and most immediate need for improvements to passenger transportation infrastructure in Canada is in the Corridor, where the growing population and economy will increase the demand for all modes of transportation, including passenger rail.

2.1.2 Existing VIA Rail Services

VIA Rail, a Crown Corporation established in 1977 as Canada’s national passenger rail operator, owned by the Government of Canada and under the accountability of the Minister of Transport, is the operator of the intercity passenger rail services between Québec City and Toronto, and also provides intercity service to communities in Southwestern Ontario.

Intercity services within the Corridor are currently operated by VIA Rail on track and stations mostly owned and controlled by Host Railways, which provide shared access and control and manage dispatching, operations, performance, maintenance and train schedules through train service agreements. VIA Rail operates up to 10 trains per day in each direction within the Corridor. On its current routes, the maximum operating speed for these train services is 160 km/h (100 mph); however, the average speed is significantly slower.

Increases in ridership over recent, pre-pandemic years have been accompanied by increases in revenues: VIA Rail’s revenues in respect of operations within the Corridor have steadily increased from \$226 million in 2015 to \$325 million in 2019. Increased revenue is a result of both the increase in ridership and improvements in yield emanating from the introduction of a revenue management system deployed by VIA Rail. During this timeframe, VIA Rail’s operating costs within the Corridor have also increased from \$380 million in 2015 to \$470 million in 2019. In addition to the services currently offered within the Corridor, VIA Rail also operates long-distance services between Vancouver and Toronto and between Montréal and Halifax, as well as regional services to locations including Montréal to Jonquière and Winnipeg to Churchill. Services that are outside of the Corridor are not expected to form part of the Project. Coordination with VIA Rail to ensure integration of these services with Corridor operations will be required to ensure VIA Rail and the Project can offer travellers seamless travel experiences.

2.1.3 Enhancing Connectivity

The Project will result in the creation of new routes between Toronto, Peterborough, Ottawa, Montréal, Trois-Rivières and Québec City, augmenting Existing VIA Services. It is intended to enhance connectivity throughout the Corridor by linking new communities and regions and integrating with other transportation modes. Connecting Canada’s largest urban regions with faster, more frequent and more reliable passenger rail services will help attract talent and generate innovation, improving Canada’s competitive advantage on the world stage.

The Project will contribute to the objectives of the Government of Canada’s Transportation 2030 plan and its Investing in Canada Plan, improving Canada’s transportation system and trade corridors by:

- *Transforming the passenger experience and encouraging a modal shift.* The Project will transform the passenger experience in the Corridor through significantly faster speeds, shorter journey times, additional frequencies and better reliability for intercity rail connections. Providing an improved rail option for travellers would encourage modal shift toward rail and help to alleviate congestion on the busiest intercity road networks in Ontario and Québec for the benefit of the transportation network as a whole.
- *Strengthening Communities through improved connectivity.* Improved connections between major employment hubs, business centres, universities and major tourism destinations bring people and places closer together. This will give Canadians more choice and more affordable options for where they live, work and play and businesses improved access to more affordable locations and more efficient transportation.

- *Creating jobs.* As one of Canada’s largest transportation infrastructure projects this century, the Project will create jobs and new supply chains, as well as developing new skills during and related to the design, construction and operating phases of the project.
- *Creating more capacity for people and goods.* Constructing dedicated infrastructure allows the separation of passenger and freight trains facilitating passenger priority and allowing freight trains to operate more efficiently.

2.1.4 Reducing Greenhouse Gas Emissions

The Project also supports the Government of Canada’s commitment for Canada to be net zero by 2050. Transportation is currently the largest and fastest-growing source of greenhouse gas emissions in Ontario and Québec. The Project will contribute to the priorities outlined in the Federal Sustainable Development Strategy by:

- *Providing a lower-emission transportation option.* With the car and plane dominating intercity travel modes, increased passenger rail can reduce greenhouse gas emissions by offering an alternative with a much lower carbon footprint than cars or planes.
- *Electrification.* Electrifying the Alignment and fleet will further support a reduction of greenhouse gas emissions.

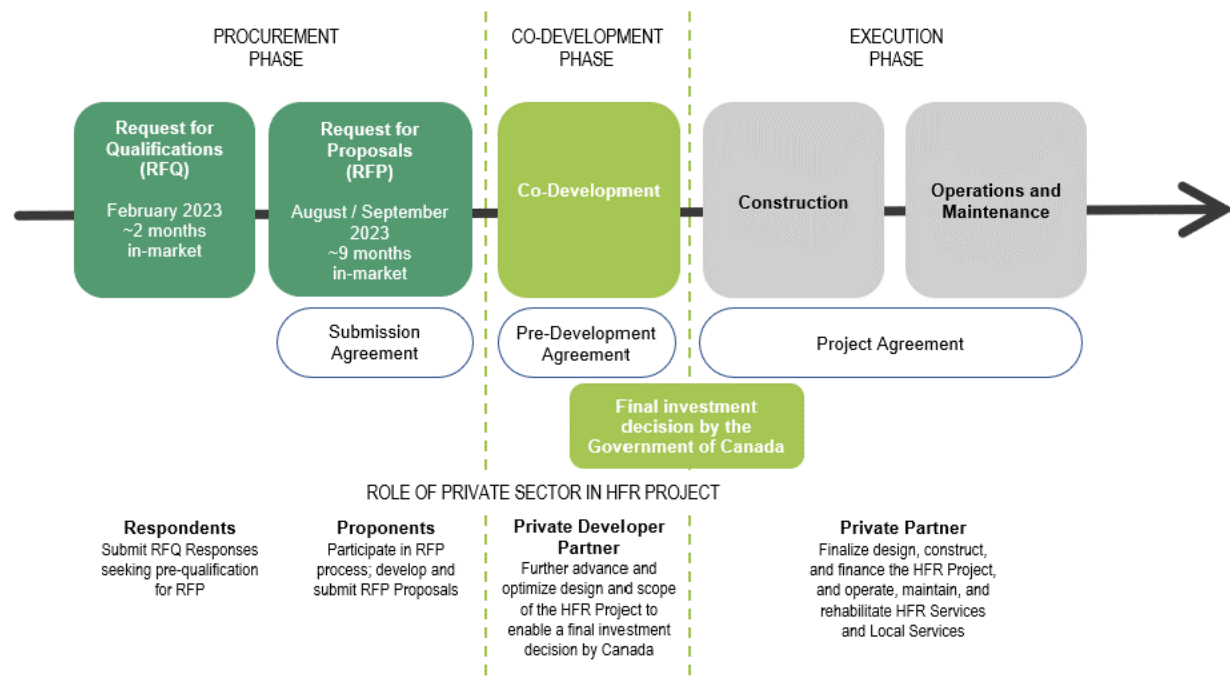
2.1.5 Working with Indigenous Peoples

Canada is committed to open and constructive relationships grounded in the principles of early and meaningful engagement, fulfilling the Government of Canada’s duty to consult and accommodate where appropriate, nation-to-nation and government-to-government relationships, and advancing priorities on reconciliation including its commitment to implement the *United Nations Declaration on the Rights of Indigenous Peoples*. There are over 40 potentially-impacted Indigenous groups that have been identified within the Corridor, and Canada intends to continue to consult and engage broadly with these Indigenous communities and entities on the proposed Project, incorporate Indigenous knowledge and perspectives into organizational operations and planning processes where appropriate, and develop the project effectively to create mutually beneficial socio-economic development opportunities.

2.2 Project Description

The Project is intended to develop a new intercity passenger rail system of over 1,000 km in the Corridor, with new and upgraded rights-of-way, tracks, structures, stations, rolling stock and rail systems. Canada also intends for the Project to include a railway electrification system along most of the Alignment. The operations of new HFR Services and Local Services (the Existing VIA Services between Québec City and Windsor, post-transition to the Private Partner) will be treated as an integrated system along the entire Corridor.

To deliver on its ambitious vision for the Project, Canada intends to develop the Project using a progressive and collaborative approach. Following the conclusion of the Procurement Process, Canada would seek the necessary approvals to engage a Private Developer Partner to further advance and optimize the design and scope of the Project during a Co-Development Phase within the parameters set out in a Pre-Development Agreement, with input from the Contracting Authority and Project Authority to ensure that the public interest is upheld and protected. Following the Government of Canada’s final positive investment decision on the Project at or near the conclusion of the Co-Development Phase, the Private Developer Partner would execute the Project Agreement with the Contracting Authority and become the Private Partner that would deliver the Project. The different phases of the Project, including its Procurement Process, are depicted in Figure 1, below.

Figure 1 – HFR Project Phases

This phased approach to the Project is being utilized to maximize the value of the Project for Canadian taxpayers through a number of mechanisms that are expected to include, but are not be limited to:

- Proponents at the RFP stage being required to develop Proposals that meet or exceed Project Outcomes within affordability constraints that will be provided in the RFP;
- Performing optioneering and/or value engineering exercises during the Co-Development Phase to explore options and alternatives that maximize Project Outcomes, as well as alignment solutions, opportunities to increase speeds on certain segments of the Project, station locations and other innovations that would represent value for Canadians, taking into consideration cost-benefit trade-offs of alternatives for meeting or exceeding Project Outcomes;
- Sequencing of procurement of different work and supply packages associated with the Project, with procurement and contracting protocols to promote fairness, transparency, and competitive tension, and to preserve value for money for Canadians;
- Using the target price and open-book principles for construction of the Project that would include a gain share / pain share mechanism for the sharing, as between the Contracting Authority and the Private Partner during the Execution Phase, of cost underruns and overruns;
- The transfer of revenue risk for both HFR Services and Local Services to the Private Partner, subject to certain mechanisms in place to protect against significant downside and upside scenarios, ensuring that Canadians benefit financially from a high level of Project success; and
- Enabling the Government of Canada to regularly validate the value proposition of the Project as project development advances, before a final investment decision.

The following provides an overview of the anticipated scope of the Project's Co-Development Phase and Execution Phase:

2.2.1 Co-Development Phase

- Designing and developing an operational Solution and Alignment (intercity and city access) that are consistent with Canada's Project Outcomes for the Project. This will include designing railway

systems, infrastructure and rolling stock that operate seamlessly with Existing VIA Services and in coordination with Host Railways and third-party requirements.

- Undertaking necessary due diligence in respect of the Project.

Section 3 of Appendix J – Additional Project Information provides additional information on Canada’s current expectations with respect to the Co-Development Phase.

2.2.2 Execution Phase

- Completing the design and construction of over 1,000 km of new and upgraded rights-of-way, infrastructure and tracks in the Corridor, with new structures, stations, maintenance yards, rolling stock and rail systems. This will include the provision of rolling stock suitable for HFR Services and upgrading existing stations or structures along the Alignment.
- Securing necessary financing in respect of the Project.
- Maintenance and rehabilitation of all applicable assets within the Corridor, including rights-of-way, track, stations, structures, yards, systems and rolling stock.
- Operation of HFR Services and Local Services, including scheduling, timetables, crew and staff management, dispatching, onboard products, customer service and marketing for new HFR Services and Local Services within the Corridor. HFR Services and Local Services would be operated by the Private Partner as an integrated passenger railway network.
- Revenue management including seamless integration of fares, within the context of a broad fare policy, ticketing, onboard products, station revenues, and revenue collection for HFR Services and Local Services within the Corridor.

Section 4 of Appendix J – Additional Project Information provides additional information on Canada’s current expectations with respect to the Execution Phase.

2.3 Project Outcomes

In order to realize the strategic benefits of the Project, specific Project Outcomes have been identified by Canada. The Project Outcomes are a starting point for developing solutions and innovations in respect of the Project. The Project Outcomes have been further refined and remain subject to change by Canada at its discretion.

Canada will welcome solutions that exceed these Project Outcomes particularly on journey times which would be further refined by the Private Developer Partner when developing and finalizing its Solution during the Co-Development Phase.

Canada also intends for the Project Outcomes to be reflected or otherwise referred to in: (i) the evaluation criteria set forth in the RFQ and RFP and (ii) the specifications and requirements to be set out in Pre-Development Agreement and Project Agreement.

PROJECT OUTCOMES	
Significantly Increase Intercity Rail Passengers	<ul style="list-style-type: none"> • Increase annual passenger trips in the Corridor to at least 17 million by 2059 (up from 4.8 million in 2019), including both HFR Services and Local Services • Operational and fleet strategies include increased annual seat capacity to enable expected growth in passengers
Enhance Passenger Experience in the Corridor	<ul style="list-style-type: none"> • Faster service with shorter journey times between Major Cities (Québec City, Montréal, Ottawa and Toronto) that are less than: <ul style="list-style-type: none"> ○ 4h10 between Toronto and Montréal ○ 2h55 between Toronto and Ottawa

	<ul style="list-style-type: none"> ○ 1h45 between Ottawa and Montréal ○ 2h50 between Montréal and Québec City • More reliable service with improved on-time performance within the Corridor (up to 95 per cent on dedicated tracks from an average of 68 per cent in 2019) • More frequent departures (e.g., minimum 12 departures per day) between Major Cities • Add new services to Peterborough and Trois-Rivières • Maintain connectivity between cities currently serviced by meeting or exceeding minimum service requirements to be established by Canada/the Project Authority for Local Services • Improve integration with other modes of transportation (e.g., regional and local public transit, non-Corridor services, airports) by engaging collaboratively with municipal stakeholders, transit authorities and other orders of government or service providers • Provide a passenger rail system that is significantly less dependent on sharing tracks with Host Railways
<p>Provide Meaningful Environmental Benefits to Support the Government of Canada's Net Zero Commitment</p>	<ul style="list-style-type: none"> • Provide a greener rail system and cleaner travel option using electrified technology (zero or low emission power technology where electrification is not feasible, including alternative fuels or electric power cells) • Reduce total emissions associated with HFR, including those associated with construction. Targets, including interval targets, would be developed by the Contracting Authority and the Private Developer Partner during the Co-Development Phase • Reduce greenhouse gas emissions during operations by a minimum of 10 million tonnes of CO2 over a 30-year term in support of Canada's net zero 2050 target • Report on greenhouse gas emissions savings achievements (e.g., annually with rolled up reporting as intervals, such as every 5 years and/or to support Canada's emissions savings reporting)
<p>Significantly Increase Availability of Accessible and Affordable Services</p>	<ul style="list-style-type: none"> • Provide barrier-free access to services aligned with the <i>Accessible Canada Act</i>, meeting or exceeding the latest accessibility standards and best practices and significantly increase availability of accessible services to travellers in the Corridor • Incorporate an affordable and socially equitable fare and ticketing policy for passengers in the Corridor that meet the minimum parameters to be established by Canada • Incorporate findings into the Project of a Gender Based Analysis Plus (GBA+) analysis that considers diverse identity factors, including how different individuals might experience the Project, to deliver positive GBA+ outcomes
<p>Enable Safe Intercity Journeys</p>	<ul style="list-style-type: none"> • Provide a safe and secure environment for customers, staff and communities by incorporating proven standards of world-class safety focused passenger rail systems • Provide a level of safety for Project railways operations comparable to proven North American and European rail safety standards

<p>Minimize Financial Costs to Taxpayers</p>	<ul style="list-style-type: none"> • Eliminate operating subsidies by the Government of Canada in the Corridor while achieving defined levels of customer satisfaction • Provide a Solution that yields best value for money for taxpayers, through: <ul style="list-style-type: none"> ○ the integration of design, construction, maintenance, and operations; and ○ optimal revenues and cost management • Establish and adhere to an affordability range for the Project throughout the project lifecycle • Contribute positively to the Government of Canada’s priorities on economic growth by generating jobs, creating new supply chains and supporting training and skills development while respecting trade obligations and ensuring cost efficiencies
<p>Contribute Positively to the Government of Canada’s Commitment to Reconciliation with Indigenous Peoples</p>	<ul style="list-style-type: none"> • Create socio-economic benefits and maximize project participation opportunities for Indigenous peoples • Support ongoing engagement to foster meaningful, two-way dialogue

Additional information on the Project Outcomes may be provided to Proponents pursuant to the RFP. The Project Outcomes remain subject to change or further refinement pursuant to the RFP and during the Co-Development Phase.

2.4 Reconciliation and Duty to Consult

The Government of Canada is fully committed to reconciliation with Indigenous peoples and is striving towards a government-to-government relationship that is based on recognition of rights and interests, mutual respect and partnership. In furthering reconciliation, the Government of Canada will act with honour, integrity, good faith and fairness in its dealing with Indigenous peoples. Engaging, building relationships, and co-creating with Indigenous partners needs to become enshrined in normal business practice where activities or decisions may impact Indigenous peoples in Canada.

There are over 40 potentially-impacted Indigenous groups that have been identified within the Corridor, and Canada intends to continue to consult and engage broadly with these Indigenous communities and entities on the Project, incorporate Indigenous knowledge and perspectives into organizational operations and planning processes where appropriate, and develop the Project effectively to create mutually beneficial socio-economic development opportunities. The relationships built with Indigenous partners and their involvement in this Project provides valuable opportunities to both the communities as well as Indigenous businesses.

2.4.1 Reconciliation

The Government of Canada is committed to open and constructive relationships grounded in the principles of early and meaningful engagement, reflecting the long standing, historical relationship between the Crown and Indigenous nations that form part of the foundation of Canada’s constitutional relationship. These engagements reflect Canada’s commitment to ongoing reconciliation of that relationship as well as fulfilling the Government of Canada’s duty to consult and, where appropriate, accommodate, supporting nation-to-nation and government-to-government relationships, and advancing priorities on reconciliation including its commitment to implement the United Nations Declaration on the Rights of Indigenous peoples.

In this context, Canada is committed to continuing to consult and engage broadly with Indigenous communities, organizations, and entities on the proposed Project, and incorporating Indigenous knowledge and perspectives into organizational operations and planning processes where appropriate. Throughout

this process, Canada will also endeavor to identify opportunities and assist participation in the Project by those communities and businesses whose traditional territories on which the Project will take place, to advance economic reconciliation, which would meet the spirit of the Government of Canada's objective to achieve a minimum of 5% of the value of Federal procurement to Indigenous communities and businesses.

It is important to Canada that the Private Developer Partner and the Private Partner support the Government of Canada's work towards fulfilling its duty to consult and advancing priorities on reconciliation with Indigenous peoples.

2.4.2 Duty to Consult and, Where Appropriate, Accommodate

Section 35 of the *Constitution Act, 1982* recognizes and affirms the existing Aboriginal and treaty rights of the Indigenous peoples of Canada. The Government of Canada has a legal duty to consult, and where appropriate, to accommodate, when it contemplates conduct that might adversely impact those rights. The Government of Canada has determined that the proposed Project could have the potential to adversely impact Indigenous peoples' potential or established section 35 rights. As such, the Government of Canada will consult and engage with potentially impacted communities throughout the various proposed Project phases to understand these potential adverse impacts and, where appropriate, will work with Indigenous communities, organizations, and entities to address these impacts. The Government of Canada will provide potentially impacted Indigenous communities, organizations, and entities with the necessary information to understand any potential adverse impacts the proposed Project may have on their rights, and will engage in meaningful dialogue throughout the Project's development and throughout federal regulatory and decision-making processes.

The Government of Canada has the responsibility for fulfilling the duty to consult throughout the lifecycle of the Project. The Government of Canada has started consultation with Indigenous peoples and will continue consulting over the next several years of Project development, including to advance any impact assessment requirements for the Project. It is expected that once the Contracting Authority becomes fully operational, it will be the Government of Canada entity responsible for the duty to consult and leading consultations and engagement.

Prior to the Impact Assessment Agency of Canada making any decision(s) under the *Impact Assessment Act* (IAA), the Government of Canada will need to be satisfied that consultation and, where appropriate, accommodations, are adequate up to that point.

The Impact Assessment Agency will be the lead for consultation undertaken in relation to the impact assessment. If a decision is made under the IAA that the effects with respect to the Project are in the public interest, additional consultation may be required by the Government of Canada in advance of the issuance of federal regulatory approvals from other Federal Authorities, such as approval(s) by Transport Canada, the Canadian Transportation Agency, and Fisheries and Oceans Canada.

During the Co-Development Phase and in accordance with the provisions of the Pre-Development Agreement, the Private Developer Partner will support and assist the Government of Canada/Contracting Authority in fulfilling the duty to consult and, where appropriate, accommodate Indigenous communities. This will include participation in consultations with Indigenous communities, organizations, and entities; identifying potential adverse effects from the Project; and exploring how these potential adverse effects could be mitigated or accommodated.

During the Execution Phase and in accordance with the provisions of the Project Agreement, the Private Partner will continue to support and assist the Government of Canada/Contracting Authority in consultation and accommodation activities, where appropriate.

2.4.3 Socio-Economic Benefits and Indigenous Participation

Canada is confident that by fostering strong relationships with Indigenous peoples, the Project can effectively, and in a collaborative manner, create mutually beneficial socio-economic development opportunities and advance Canada's reconciliation objectives.

Pursuant to the RFP, Canada expects to require that Proponents outline in their Proposals how the Private Developer Partner would facilitate opportunities for Indigenous participation, including opportunities for:

- the exploration and creation of socio-economic benefits;
- considering Indigenous knowledge, when provided, to inform the Project;
- Indigenous communities, organizations, and entities, to participate in and inform all phases of the Project.

During the Co-Development Phase, the Private Developer Partner is expected to:

- work with the Government of Canada/Contracting Authority and Indigenous communities, organizations, and entities to develop opportunities for participation in and receiving benefits from the Project that the Private Developer Partner will be responsible to implement;
- work with the Government of Canada/Contracting Authority and Indigenous communities, organizations, and entities to enter into, where appropriate, agreements relating to Indigenous participation, benefits, accommodation measures to address concerns, and ongoing involvement throughout each of the Project phases;
- involve Indigenous businesses and individuals in the planning and development of the Project, including entering into direct contracts with Indigenous businesses and individuals.

During the Execution Phase, the Private Partner is expected to:

- work with the Government of Canada/Contracting Authority to implement any agreements, including those entered into with Indigenous communities, organizations, and entities during the Co-Development Phase;
- involve Indigenous businesses and individuals in the delivery of the Project, including entering into direct contracts with Indigenous businesses and individuals to deliver services associated with the construction and operation of the Project.

2.5 Impact Assessment Process

The proposed Project will be subject to requirements of the federal Impact Assessment Act (IAA), which sets out a process for assessing and preventing significant adverse effects. This process includes evaluating the effects of the proposed Project on the environment and consulting with Indigenous groups, other levels of government, interest groups and the public.

While work is underway to prepare for impact assessment requirements, there is no formal impact assessment process currently underway. More information about impact assessment requirements, including legislative timelines, can be found at [Impact Assessment Process Overview - Canada.ca](#).

Generally speaking, once a decision is issued under the IAA, which concludes that the project's effects are in the public interest, regulatory approvals can be issued and a proponent of a designated project can begin construction of its project.

During the Co-Development Phase, the Private Developer Partner will work with the Contracting Authority and federal departments, including the Project Authority to complete any impact assessment requirements and support the Government of Canada/Contracting Authority with Indigenous and public consultations.

2.6 Approach to Southwestern Ontario

As outlined in the mandate letter of the Minister of Transport, Canada is exploring options to extend HFR Services to Southwestern Ontario. A contract was awarded for this study in November 2022 and the results

of this analysis will be made available to Proponents as the work progresses. Proponents will also receive relevant background documents provided to the contractors for the Southwestern Ontario analysis, which is expected to be limited to information related to Southwestern Ontario. The analysis includes examining present and future passenger rail demand, evaluating existing routes, identifying options for new alignments as needed, and providing a financial analysis.

For the purposes of the Project's Procurement Process, Canada will provide Proponents with a common set of assumptions and parameters with respect to any future HFR Services in Southwestern Ontario. Proponents will be required to utilise these assumptions and parameters and base their Proposals on them. However, for the avoidance of doubt, Proponents will not be required to develop an alignment proposal west of Toronto.

During the Co-Development Phase, the Contracting Authority, the Project Authority and the Private Developer Partner will discuss the opportunities identified to improve the passenger rail services in Southwestern Ontario and discuss implementation strategies, including the option of coordinating or implementing any design and construction work during the Co-Development Phase and Execution Phase.

2.7 Involvement of the Canada Infrastructure Bank (CIB)

The CIB is a potential investor in the Project. During the RFP stage, the CIB will provide Proponents with parameters for the investment it may make in the Project, where such parameters are expected to have an impact on Proposals. During the Co-Development Phase, detailed CIB investment terms and conditions will be provided to the Private Developer Partner and negotiated in a manner that balances the needs and risks of the Project, the CIB's requirements and the Private Developer Partner's feedback.

It is expected that the investment by the CIB may take the form of an equity investment at a sub-commercial rate of return, but that ranks *pari passu* with private equity, as opposed to a traditional debt facility that ranks ahead of equity. Further, the CIB may be flexible in taking downside risk with the ability to absorb asymmetrical losses, provided that a *quid pro quo* is provided to the CIB on revenue upsides. However, the CIB is not considering taking a sole first loss position.

The exact quantum of CIB investment will be determined during the Co-Development Phase, sized to calibrate a risk sharing mechanism and address financing gaps, should they materialize. More details on CIB investment will be provided during the RFP stage.

Any investment decision by the CIB, along with supporting terms and conditions, will be subject to approval by the CIB's board of directors.

2.8 VIA Rail and the Transition of Existing VIA Services within the Corridor

Throughout the Project's early stages, VIA Rail has been supporting Canada by providing advice on the technical and operational aspects of passenger railway services. During the Procurement Process and Co-Development Phase, VIA Rail will continue advising the Project Authority and the Contracting Authority on the technical and operational aspects of passenger railway services and providing information on Existing VIA Services.

The Project will see an integrated service offering for Canadians and travellers in Canada that would include both the Local Services and the new HFR Services. This integrated service would also be coordinated with VIA Rail's long-distance and regional/remote services that connect to the Corridor. Canada expects that operation of Existing VIA Services within the Corridor would be transitioned to the Private Partner at an agreed date following execution of the Project Agreement, at which time they would become the Local Services. Post transition, the Private Partner will be responsible for the operation, maintenance and lifecycle rehabilitation of all infrastructure owned by VIA Rail in the Corridor.

During the RFP stage, Canada expects to require Proponents to develop, as part of their Proposals, labour strategies and plans, including the approach to industrial relations, and the approach to work with VIA Rail's

employees and unions to ensure that existing employees benefit from the job opportunities the Project will offer and that their interests are protected through this transition.

During the Co-Development Phase, the Project Authority and the Contracting Authority would work with VIA Rail and the Private Developer Partner to further advance the labour strategies and plans included in the Private Developer Partner's Proposal to develop a transition plan that is acceptable to the Project Authority for the transfer of the Existing VIA Services within the Corridor to the Private Partner. This would include a strategy to ensure that any workforce changes required for the advancement of the Project are made in compliance with any applicable Laws (such as the *Canada Labour Code*), in consultation with unions to respect collective bargaining of and protect the interests of VIA Rail employees. Ultimately, decisions related to the transition plan would be the purview of the Project Authority, recognizing the need for a collaborative solution that enables the Private Partner to operate effectively. The transition of Existing VIA Services would be carried out in accordance with the provisions of the Project Agreement which would include this transition plan.

The specific transfer date would be determined during, and would be subsequent to, the Co-Development Phase. This process would involve the Project Authority, the Contracting Authority, VIA Rail and the Private Developer Partner working together to determine how to leverage the tangible and intangible assets, capabilities and talent of VIA Rail in the development and delivery of the Project, for the benefit of Canadians.

2.9 VIA HFR as the Contracting Authority

VIA HFR-VIA TGF Inc. (VIA HFR), is the Crown Corporation created for the purposes of developing the Project and will act as the Contracting Authority. VIA HFR will serve as the project delivery office and as the counterparty to the Private Developer Partner during the Co-Development Phase and to the Private Partner during the Execution Phase. VIA HFR will have as its mandate to develop and implement the Co-Development Phase and Execution Phase of the Project (subject to future Government of Canada decision making), while upholding and protecting the public interest.

VIA HFR, a wholly owned subsidiary of VIA Rail, is structured to operate like a parent Crown Corporation, with some minor exceptions, meaning that most of its operations will be independent of VIA Rail. VIA HFR will have its own authorities, employees and resources to deliver the Project with the Private Developer Partner and later the Private Partner, as well as have a distinct and independent board of directors, CEO and a reporting and accountability structure directly through the Minister of Transport to Parliament.

At the time of issuance of this RFQ, initial members of the Board of Directors of VIA HFR have been appointed and the recruitment process of the Chief Executive Officer has started.

Additional information on the Contracting Authority's governance, authority and decision-making will be made available to Proponents in the RFP.

2.10 Additional Project Information

Additional information regarding the Project, including the RFP, the Co-Development Phase, and the Execution Phase, is set forth in Appendix J – Additional Project Information.

2.11 Disclaimer

The Procurement Authority reserves the complete right to amend the RFQ, including the scope and extent of the Project, as the Procurement Authority may decide. The information set forth in this Section 2 and in Appendix J – Additional Project Information is intended to provide insight into work undertaken by Canada to date in respect of the Project, as well as anticipated terms and commercial concepts. It is provided for indicative purposes only. It is not exhaustive, is preliminary and is subject to change. It is in no way binding on Canada and does not represent a commitment by Canada to proceed with the Project as described in this RFQ. The advancement of the Project is subject to future Government of Canada decisions with respect to the implementation of the Project and its Procurement Process. Canada may, at any time, modify, amend

or otherwise change its approach in respect of the Procurement Process or the Project, including as set out in this Section 2 and in Appendix J – Additional Project Information, including pursuant to the RFP, the Pre-Development Agreement or the Project Agreement. Without limiting the generality of the foregoing, Canada reserves the right to provide updates to the information contained in this Section 2 or Appendix J – Additional Project Information by way of Addendum. The Procurement Authority intends to provide additional details regarding the Project pursuant to the RFP.

Additional Project information may be available for viewing via CanadaBuys under “Attachments”. Such additional information is provided solely for information purposes, does not contain commitments by the Procurement Authority and does not form part of this RFQ. Respondents are responsible for regularly checking CanadaBuys for any such additional Project information.

3. THE PROCUREMENT PROCESS

3.1 The RFQ and RFP

The Procurement Authority expects to select the Private Developer Partner at the conclusion of the Procurement Process, which consists of the two stages described in Sections 3.1.1 and 3.1.2 below:

3.1.1 Request for Qualifications

This RFQ is issued for the purpose of allowing interested parties to submit a Response.

From these Responses, the Procurement Authority intends to select, in accordance with the Evaluation Criteria and the other terms and conditions hereof, up to three (3) Qualified Respondents that will be invited to participate in the RFP. Qualified Respondents must execute the Submission Agreement as a condition to becoming Proponents eligible to participate in the RFP.

Each Respondent must follow the instructions and satisfy the terms and conditions set out in this RFQ. Responses must be presented in conformity with the requirements of this RFQ.

3.1.2 Request for Proposals

Pursuant to the RFP, the Procurement Authority intends to invite Proponents to submit Proposals to the Procurement Authority, which Proposals the Procurement Authority expects will contain both technical and financial components.

Qualified Respondents, each of their Team Members and, at the discretion of the Procurement Authority, Key Individuals, will be required to sign a Submission Agreement to be eligible to participate in the RFP. The Submission Agreement will stipulate, among other matters, the obligations of the Proponents with respect to confidentiality, intellectual property and contain provisions governing the rights and responsibilities of the Proponents in relation to the RFP.

The Submission Agreement and RFP will contain provisions governing the payment of proposal development fees to Proponents in respect of their participation in the RFP, subject to the requirements and conditions specified in the Submission Agreement and the RFP, including granting Canada intellectual property rights for the deliverables provided during the RFP stage. Proposal development fees are expected to be sized in consideration of the expected eligible direct costs of Proponents for the level of effort required to participate in the RFP and develop the deliverables required pursuant to the RFP. It is currently anticipated that proposal development fees will be up to \$20 million per Proponent, including the successful Proponent.

A draft Pre-Development Agreement, along with a draft Project Agreement appended to the Pre-Development Agreement, will be provided to Proponents pursuant to the RFP. It is anticipated that the Proponents will have the opportunity to submit comments, questions and suggested modifications on the

draft Pre-Development Agreement and Project Agreement to the Procurement Authority pursuant to commercially confidential meetings and written enquiries. In view of such comments and suggestions, the draft Pre-Development Agreement and Project Agreement may be revised by the Procurement Authority. Proponents are expected to submit their Proposals on the basis of the final version of the Pre-Development Agreement issued by the Procurement Authority pursuant to the RFP.

The Procurement Process will conclude with the selection of the Preferred Proponent and the execution of the Pre-Development Agreement.

Section 1 of Appendix J – Additional Project Information sets forth additional information concerning the RFP. The RFP terms and conditions described in this RFQ are provided as an indication only. They will be further detailed and may also be modified when the RFP is launched, at the discretion of the Procurement Authority.

3.2 Procurement Schedule

The following table outlines the timelines for the Procurement Process. With respect to the timelines provided in respect of the RFP, these do not represent a commitment by the Procurement Authority and are provided solely for information purposes. All dates are subject to change in the sole discretion of the Procurement Authority.

PROCUREMENT PROCESS TIMELINES	
Activity	Date
RFQ	
RFQ issued by Canada	February 17, 2023
Respondents submit their RFQ Response	April 24, 2023
RFQ evaluation and identification of Qualified Respondents	April – July 2023
RFP	
RFP issued by Canada	August - September 2023
Proponents consultative process, including commercially confidential meetings	September 2023 to May 2024
Proponents submit their RFP Proposals for evaluation	June 2024
Identification of Preferred Proponent and execution of Pre-Development Agreement	Late Summer 2024

3.3 Enquiries during the RFQ

3.3.1 In order to be considered by the Procurement Authority, all enquiries regarding this RFQ (each, an “**Enquiry**”) must be received by the Procurement Authority by no later than the date and time indicated in the Summary of Key Information under Enquiries. The Procurement Authority will have no obligation to respond to Enquiries that are not submitted in accordance with the procedures described in this Section 3.3. Enquiries must be submitted only by the messaging system in CanadaBuys and conform to the following requirements:

- 3.3.1.1** Each Enquiry should be submitted using the form set out in Appendix F – Enquiry Form and attaching the completed form to the enquirer’s message in CanadaBuys.
- 3.3.1.2** The Enquiry should reference as accurately as possible, where applicable, the section of the RFQ to which the Enquiry relates. Care should be taken by interested parties to explain each Enquiry in sufficient detail to allow the Procurement Authority to provide an accurate answer.

- 3.3.2** During the RFQ stage, to ensure transparency and quality of information provided to interested parties, Enquiries received and the answers to such Enquiries, if any, will be provided in writing and will be posted on CanadaBuys, without revealing the source of the Enquiry. If the Procurement Authority determines that an Enquiry requires an amendment of the RFQ, the Procurement Authority will issue an Addendum. Interested parties are responsible for verifying on CanadaBuys whether the Procurement Authority has posted any questions and answers or Addenda.
- 3.3.3** The following rules shall apply to interested parties when submitting Enquiries to the Procurement Authority which an interested party considers to be commercially sensitive or confidential to that interested party (for the purpose of this section 3.3.3, a “**Commercially Confidential Enquiry**”) to the Procurement Authority during the RFQ:
- 3.3.3.1** when the interested party submits the Enquiry in accordance with the requirements of Section 3.3.1, it should indicate that it considers the Enquiry to be a Commercially Confidential Enquiry by appropriately marking in Appendix F – Enquiry Form as a Commercially Confidential Enquiry and providing reasons as to why the Enquiry should be treated as a Commercially Confidential Enquiry by the Procurement Authority;
 - 3.3.3.2** if the Procurement Authority disagrees that an Enquiry is a Commercially Confidential Enquiry, the Procurement Authority will give the interested party an opportunity, by the deadline specified by the Procurement Authority, to either categorize the Enquiry as a general Enquiry or to withdraw the Enquiry;
 - 3.3.3.3** if the Procurement Authority determines, in its sole discretion, that a Commercially Confidential Enquiry, even if it is withdrawn by an interested party, is of general application or would provide a significant clarification of the RFQ to interested parties, the Procurement Authority may issue a clarification to interested parties that deals with the same subject matter as the withdrawn Commercially Confidential Enquiry; and
 - 3.3.3.4** if the Procurement Authority agrees with the interested party's categorization of a Commercially Confidential Enquiry, then the Procurement Authority will provide a response to that Enquiry to only the interested party that submitted the Enquiry.

3.4 Information Sessions

- 3.4.1** The Procurement Authority may at its discretion organise information sessions, in person or online, in respect of the Project or the Procurement Process.
- 3.4.2** The Procurement Authority expects that two initial information sessions will be held on March 21st, 2023 in English and French. These information sessions will be held in Montréal, Québec, the exact location will be confirmed through an RFQ amendment. Interested parties can also participate via videoconference.
- 3.4.3** All interested parties should register with the Procurement Authority Contact Person before the information session to confirm their attendance and should provide, in writing, to the Procurement Authority Contact Person, the names and e-mail addresses of a maximum of five (5) person(s) who will be attending by March 17, 2023 5:00 pm EDT. Any changes to the attendance list should be addressed to the Procurement Authority Contact Person at least one (1) Business Day before the information session. Seating may be limited and priority will be given to registered participants. When registering, interested parties should confirm whether they would prefer the information session in French or in English and if they will attend in person or participate via videoconference.

- 3.4.4** Any clarifications or changes to the RFQ resulting from an information session will be issued as an Addendum to the RFQ. Where applicable, material distributed by the Procurement Authority during an information session, along with a record of the questions and answers, may be posted on CanadaBuys for information only. Interested parties who do not attend any information session will not be precluded from submitting a Response.

4. TEAMING, EXCLUSIVITY, SECURITY AND THE INVESTMENT CANADA ACT

4.1 Teaming Arrangements and Exclusivity

4.1.1 Teaming Arrangements

Subject to the provisions of this Section 4.1, Respondents have the flexibility to structure their Respondent Teams in the manner they consider to be most optimal and responsive to the requirements of this RFQ. Respondents should, however, take into consideration that:

- Each Infrastructure Development Prime Member is required to also be designated as an Equity Member;
- Design Prime Members and Operations Prime Members are not required to be designated as Equity Members;
- Subject to the above, Respondents can designate Equity Members only in that capacity, and without also designating them as Prime Members.

While Respondent Teams can include as Prime Members or Equity Members, Persons providing construction or equipment supply (including rolling stock and systems provider) services, Respondents are advised that the Pre-Development Agreement and Project Agreement will require the Private Developer Partner or Private Partner, as the case may be, to conduct competitive tenders for the selection of the service providers, contractors and suppliers (including rolling stock or systems providers) necessary to carry out the Project, the whole in accordance with the Pre-Development Agreement and Project Agreement.

The RFP will contain more details on the procurement and contracting protocols that will be required to be put in place by the Private Developer Partner and the Private Partner to promote fairness, transparency, and competitive tension in the procurement of the different work, service and supply packages associated with the Project to preserve value for money for Canadians, which is expected to include protocols, constraints and/or limitations related to self-performance by the Private Developer Partner during the Co-Development Phase and by the Private Partner during the Execution Phase.

Respondents are encouraged to consider the foregoing in structuring their Respondent Teams.

4.1.2 Exclusivity

For the purposes of the Procurement Process and except as otherwise may be expressly permitted in writing by the Procurement Authority, the Team Members, and Key Individuals, of a Respondent must act exclusively for one Respondent and accordingly may not be on the team of another Respondent that submits a Response to this RFQ.

In the event that a Person fails to comply with the requirements of this Section 4.1, the Procurement Authority may, at its discretion, require the applicable Respondent(s) to remove such Person from their Respondent Team and if such Respondent(s) fail to comply with this requirement, the Procurement Authority may, at its discretion, disqualify the applicable Respondent(s).

4.2 Security

The Project constitutes a major infrastructure asset within Canada and therefore threats to it could represent a risk to Canada's national security. Accordingly, all measures and actions that Canada considers necessary will be taken to protect Canada's national security, public security and public order.

Appendix I – RFQ Security Guide describes the security requirements that are expected to apply to the Procurement Process, the Co-Development Phase, and the Execution Phase.

4.2.1 RFQ and RFP

No security requirements apply to participation in this RFQ.

Proponents are expected to be required to obtain security requirements in order to fully participate in the RFP, the whole as set forth in Appendix I – RFQ Security Guide. Respondents and their respective Team Members and Key Individuals, are encouraged to apply for required security clearances in respect of the RFP (as set out in Appendix I – RFQ Security Guide) by the Submission Deadline.

4.2.2 The Co-Development Phase and the Execution Phase

Information on the security requirements that are expected to apply in respect of the Pre-Development Agreement and Project Agreement can be found in Appendix I – RFQ Security Guide.

4.2.3 FOCI Evaluation

Canada reserves the right to perform a FOCI Evaluation on any Respondent, Team Member or Representative thereof at any stage during the Procurement Process. If pursuant to such FOCI Evaluation the Procurement Authority determines, in its sole discretion, that the participation of any Respondent, Team Member or any of their Representatives constitutes an unacceptable security risk to Canada, the Respondent Team Member, or Representative, as applicable, will be excluded from the Procurement Process, provided that, where a Team Member or Representative is excluded, the Procurement Authority may provide the relevant Respondent with an opportunity to replace such Team Member or Representative on terms satisfactory to the Procurement Authority.

4.2.4 Evolution of Security Requirements

At this time, Canada expects that the security requirements to be set out in the RFP, Pre-Development Agreement, and Project Agreement will be consistent with what is contemplated in Appendix I – RFQ Security Guide. However, Canada reserves the right to modify its security requirements pursuant to the RFP, the Pre-Development Agreement, or Project Agreement in its discretion.

Given the scale of this infrastructure project, it is a potential target for hostile activity, including threats of terrorism. Throughout the project, including the Procurement Process, Co-Development Phase and Execution Phase, Canada will be continuing to examine the potential for threats, how they are evolving, and how to ensure the infrastructure is less vulnerable. As a result, and in order to address national security considerations and concerns relating to public order and security, additional security and contract requirements may be imposed by the Procurement Authority or Contracting Authority in respect of certain aspects of the Project or its Procurement Process, and certain elements of the Project may be procured pursuant to distinct procurement processes directly by the Procurement Authority, the Contracting Authority or the Government of Canada. More information in this regard may be provided pursuant to the RFP. Although at this time Canada has not invoked the national security exception, the national security exception may be invoked at a later stage of the Procurement Process if the Government of Canada determines that there are actions or measures that Canada considers necessary to protect national security interests that are incompatible with any of Canada's obligations under the applicable trade agreements.

Canada shall not be responsible if any security requirements are not met within the required timeframe by any Respondent or Proponent, or any of their respective Representatives. Without limiting the foregoing,

by submitting a Response, a Respondent acknowledges that it shall not be entitled to require that Canada delay the issuance of the RFP, extend the duration of the RFP, or delay the award of the Pre-Development Agreement, on the basis that it, its Team Members, or any of their respective Representatives, have not satisfied the required security requirements for the purposes of the RFP or Pre-Development Agreement.

4.3 Investment Canada Act

Where a Person interested in participating in the Procurement Process is or may be (a) subject to a notification or application requirement under the Investment Canada Act (a “**ICA Notification**”) or (b) otherwise subject to a review under Part IV.1 (Investments Injurious to National Security) of the Investment Canada Act (for the purposes of this Section 4.3, a “**Relevant Party**”), the Relevant Party is strongly encouraged to consult its legal advisors regarding the requirements to submit an ICA Notification or a voluntary notification pursuant to the National Security Review of Investments Regulations to the Government of Canada.

Without limiting any of its rights hereunder, as a condition to the involvement of a Relevant Party in the Procurement Process, the Procurement Authority may require at any time during the Procurement Process that the Relevant Party demonstrate that they have filed an ICA Notification or a voluntary notification pursuant to the National Security Review of Investments Regulations to the Government of Canada, where applicable and as the case may be, and provide sufficient evidence satisfactory to the Procurement Authority in this regard.

Without limiting any of the provisions of this Section 4.3, Respondents and any Team Member of a Respondent should note that they are required to complete paragraph k) of Form C-2 – Team Member Consent Declaration and include in the Response all documentation requested pursuant to such paragraph k), as applicable.

The Procurement Authority may, in its sole discretion and at any time during the Procurement Process, disqualify a Respondent if the Respondent or any Team Member of the Respondent is (a) subject to an order (including being subject to conditions or undertakings prescribed by the order) made by the Governor in Council under section 25.4 of the Investment Canada Act that would prevent such person from participating in the Procurement Process or otherwise undertaking the Project in whole or in part in a manner that the Procurement Authority, in its sole discretion, considers acceptable or (b) is currently, or could become, subject to a review under Part IV.1 of the Investment Canada Act (Investments Injurious to National Security) (as determined by the Procurement Authority in its sole discretion).

Respondents are invited to consult the following websites, where information concerning the Investment Canada Act is set forth:

- Investment Canada Act home page:
<https://www.ic.gc.ca/eic/site/ica-lic.nsf/eng/home>
- Investment Canada Act Annual Report 2020–2021:
https://www.ic.gc.ca/eic/site/ica-lic.nsf/eng/h_lk81126.html
- Guidelines on the National Security Review of Investments:
<https://www.ic.gc.ca/eic/site/ica-lic.nsf/eng/lk81190.html>
- Investment Canada Act Frequently Asked Questions:
https://www.ic.gc.ca/eic/site/ica-lic.nsf/eng/h_lk00007.html

5. RESPONSE PREPARATION INSTRUCTIONS

5.1 Submission of Responses

- 5.1.1** Respondents must ensure that Responses are received by the Procurement Authority via CanadaBuys by the Submission Deadline. Only electronic versions of Responses will be accepted unless otherwise requested by the Procurement Authority. It is the sole responsibility of the Respondent to ensure that their Response is received by the Procurement Authority on or prior to the Submission Deadline. The Respondent is solely responsible for ensuring that it is able to (i) access CanadaBuys and (ii) upload its Response to CanadaBuys. The Procurement Authority will not evaluate Responses received after the Submission Deadline.
- 5.1.2** Each Respondent must upload their Response to CanadaBuys in a single ZIP file or PDF (one file for each category, “Technical”, “Financial” and “Certifications”). The Procurement Authority will accept password-protected files added to the ZIP file, in respect of those documents containing financial information. The party or parties in respect of which password-protected information is provided should send the password by email (tgf-hfr@tpsgc-pwgsc.gc.ca) to the Procurement Authority Contact Person by the Submission Deadline.
- 5.1.3** Questions concerning the upload of Responses should be addressed in writing to the Procurement Authority Contact Person.

5.2 Amendments to Responses

A Respondent may, before the Submission Deadline, amend any aspect of its Response by withdrawing its original Response, or portion thereof, and resubmitting the replacement Response in accordance with the requirements of Section 5.1.

5.3 Withdrawal of Responses

A Respondent may, after the Submission Deadline, only withdraw its Response by giving written notice duly signed by the Respondent to the Procurement Authority Contact Person.

5.4 Response Form and Content

Responses to this RFQ should be in the format described in Section 5.5 and as otherwise set forth in Appendix D – Response Requirements and Evaluation Criteria. The content of the Response should comply with the requirements set forth in Appendix D – Response Requirements and Evaluation Criteria.

5.5 General Response Requirements

- 5.5.1** Respondents should organise their Response in three (3) separate packages. Each package should be logically organized and contain a cover page stating the Respondent’s name, address, the RFQ number, and the Submission Deadline. Each package should otherwise be structured as follows:
- 5.5.1.1** Package 1: “**Forms and Certifications**”, should include electronic copies in searchable Adobe Acrobat® compatible PDF format of the following:
- a) Form C-1 – Master RFQ Submission Form;
 - b) Form C-2 – Team Member Consent Declaration;
 - c) Form C-3 – Respondent Team Members;

- d) Form C-4 – Integrity Verification Forms;
- e) Form C-5 – Respondent Key Individuals; and
- f) Form C-6 – Confidentiality Undertaking.

The package should be marked “**Forms and Certifications**”.

5.5.1.2 Package 2: “**Technical Capability and Experience**”, which should include electronic copies in searchable Adobe Acrobat® compatible PDF format of the following:

- a) “Respondent Team Composition, Structure, Governance and Experience”, which should include all the information required by Appendix D – Response Requirements and Evaluation Criteria, Package 2, Section A.1 to A.4;
- b) “Infrastructure Development Capability and Experience”, which should include all the information required by Appendix D – Response Requirements and Evaluation Criteria, Package 2, Section B.1 to B.3;
- c) “Design Capability and Experience”, which should include all the information required by Appendix D – Response Requirements and Evaluation Criteria, Package 2, Section C.1 to C.3;
- d) “Rail Operations, Commercial Management & Customer Service Delivery Experience”, which should include all the information required by Appendix D – Response Requirements and Evaluation Criteria, Package 2, Section D.1 to D.3;
- e) “Experience and Approach – Working with Indigenous Peoples”, which should include all the information required by Appendix D – Response Requirements and Evaluation Criteria, Package 2, Section E.1 to E.2

The package should be marked “**Technical Capability and Experience**”;

5.5.1.3 Package 3: “**Financial Capability and Experience**”, which should include electronic copies in searchable Adobe Acrobat® compatible PDF format of the following:

- a) “Financial Capability and Experience”, which should include all the information required by Appendix D – Response Requirements and Evaluation Criteria, Package 3, Section F.1 to F.4;

The package should be marked “**Financial Capability and Experience**”.

5.6 Integrity Provisions Requirements

In addition to all other information required in the Response, where applicable the Respondent should include as part of Package 1 of its Response, a complete list of all foreign criminal charges and convictions pertaining to itself, its Affiliates and its Team Members that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#). Additional information regarding the Integrity Provisions can be found at Section 15 of Appendix B – RFQ Standard Instructions.

5.7 Request for Advance Rulings

5.7.1 The Procurement Authority has taken steps to protect the integrity of the Procurement Process, including by requiring all those involved with the process to comply with the Integrity Provisions and the *Code of Conduct for Procurement* and to avoid and prevent situations that could give rise to a conflict of interest, or the appearance of a conflict of interest. A Respondent who has any concerns regarding their status to qualify based on Appendix B – RFQ Standard Instructions, Section 15, Integrity Provisions or Section 17, Conflict of Interest – Unfair Advantage, should request an advance ruling in accordance with the following process:

5.7.2 For an advance ruling on the Integrity Provisions, please contact the PWGSC Integrity Regime by:

a) Phone: 1-844-705-2084;

b) Mail: Registrar of Ineligibility and Suspension

Public Services and Procurement Canada

Floor 10A1 Room 105

Portage III Tower A

11 Laurier St

Gatineau QC K1A 0S5;

c) Email: pwgsc.o.integrity-tpsgc.o.integrite@pwgsc-tpsgc.qc.ca; or

d) fill out the [email form](#).

5.7.3 For an advance ruling on Conflict of Interest – Unfair Advantage please provide to the Procurement Authority Contact Person:

a) names and contact information of the Respondent and the person or entity for which the advance ruling is requested;

b) a description of the person and/or entity's relationship to the Respondent;

c) a description of the situation or relationship that raises the possibility or the perception of a conflict of interest;

d) if applicable, description of the steps taken to date and future steps proposed to be taken to minimize, mitigate or eliminate an actual, perceived or potential conflict of interest; and

e) copies of any relevant documentation.

6. EVALUATION PROCEDURES AND BASIS OF QUALIFICATION

6.1 Evaluation Committee

An Evaluation Committee will be appointed by the Procurement Authority for the purpose of evaluating the Responses. The Evaluation Committee will be composed of Representatives of the Procurement Authority.

The Procurement Authority may use any resources of the Procurement Authority, or retain such third-party Representatives as the Procurement Authority may determine, to assist the Evaluation Committee in its evaluation of Responses. Not all members of the Evaluation Committee will necessarily participate in all aspects of the evaluation. By submitting a Response, Respondents consent to the release of their Responses to the Evaluation Committee and to any Representatives retained by the Procurement Authority to assist the Evaluation Committee, subject to the Procurement Authority obtaining confidentiality undertakings from such Persons.

6.2 Conduct of Evaluation and Selection of Qualified Respondents

- 6.2.1** The Evaluation Committee will evaluate Responses in accordance with the Evaluation Criteria and the requirements of this RFQ. Even though the evaluation may be conducted in stages, the fact that the Procurement Authority has proceeded to a later stage does not mean that the Procurement Authority has conclusively determined that the Respondent remains eligible to be selected as a Qualified Respondent. The Procurement Authority may conduct any stage of its evaluation process concurrently.
- 6.2.2** Pursuant to the evaluation of Responses, the Procurement Authority may subject Responses received to the phased compliance process set out in Appendix G – Phased Response Compliance Process (PRCP). The phased compliance process will include an assessment for the purposes of determining whether the Response is compliant, including whether all of the documents required to be submitted as part of the Response have in fact been submitted by the Respondent. Any errors or omissions in this regard will not automatically lead to the rejection of a Response so long as the Respondent corrects them to the satisfaction of the Procurement Authority within such time period as the Procurement Authority determines.
- 6.2.3** In conducting its evaluation of the Responses, the Procurement Authority may, but will have no obligation to, do the following:
- 6.2.3.1** seek clarification or verification from Respondents regarding any or all information provided by them with respect to the Response;
 - 6.2.3.2** conduct reference checks, to be used to verify and validate the Respondent's Response;
 - 6.2.3.3** request specific information with respect to a Respondent's legal status;
 - 6.2.3.4** verify and validate any information provided by Respondents through independent research, the use of any government resources or by contacting third parties; and
 - 6.2.3.5** request and accept at any time from a Respondent and consider as part of the Response, any information to correct errors or deficiencies in the Response that are clerical or administrative, such as, without limitation, failure to sign the Response or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers. This shall not limit the Procurement Authority's right to request or accept any information after the Submission Deadline in circumstances where the RFQ expressly provides for this right. Without limiting the extent of the foregoing, if any of the required forms as set out in Appendix C – Forms and Certifications (Package 1) are submitted to the Procurement Authority but not duly completed, the Procurement Authority may request that the Respondent duly complete and submit the relevant form to the Procurement Authority within a timeframe specified by the Procurement Authority. Should the Respondent fail to complete and submit any of the said forms within the specified timeframe, the Response may be considered non-compliant.

- 6.2.4** Respondents will be given a time limit to provide a response to any request related to any of the items set forth in Section 6.2.3. Failure to provide a response to the request within the specified time limit may result in the Response not being evaluated by the Procurement Authority.
- 6.2.5** If the information provided by the Respondent in its Response cannot be verified and/or validated to the Procurement Authority's satisfaction, in its sole discretion, said information will not be evaluated and the Response may be eliminated from further consideration or alternatively the Response will receive no credit for the criterion in question, the choice of which will be in the Procurement Authority's sole discretion.
- 6.2.6** The three (3) Respondents that have obtained the highest ranking will be identified as Qualified Respondents, and invited by the Procurement Authority to execute the Submission Agreement and to participate in the RFP.
- 6.2.7** To be considered a Qualified Respondent, a Respondent must submit a Response that:
- a) is in accordance with Section 5.1;
 - b) obtains the required minimum scores where applicable in Appendix D – Response Requirements and Evaluation Criteria; and
 - c) is ranked as one of the three (3) highest ranked Responses.
- 6.2.8** The Procurement Authority will rank the Respondents by the scores given to their Responses. In the event of an identical aggregate score (one decimal, truncated), the Respondent with the higher total combined score in "Infrastructure Development Capability and Experience" component and "Rail Operations, Commercial Management & Customer Service Delivery Experience" component of Package 2 will be selected. Should the "Infrastructure Development Capability and Experience" component and "Rail Operations, Commercial Management & Customer Service Delivery Experience" component combined score be identical, then the Respondent with the higher total score in the "Rail Operations, Commercial Management & Customer Service Delivery Experience" component of Package 2 will be selected. Should the aggregate scores remain identical, the Respondent with the higher total score in the "Design Capability and Experience" component of Package 2 will be selected. In the event that the aggregate scores are still identical, a coin-toss will be used to settle the matter.

6.3 Invitation to Execute Submission Agreement

- 6.3.1** Qualified Respondents will be provided with the Submission Agreement and the RFP, and will be given a period of two weeks (or such longer period as the Procurement Authority may determine in its discretion) to review the terms of the RFP prior to signing the Submission Agreement and thereby participating as a Proponent under the RFP. Following signature of the Submission Agreement, the relevant Proponent will be provided with access to the draft Pre-Development Agreement, the draft Project Agreement, as well as background information concerning the Project.
- 6.3.2** If any of the Qualified Respondents fail or refuse to execute the Submission Agreement within the allocated period, the Procurement Authority may, in its sole discretion, withdraw the invitation and extend to the next highest ranked Respondent an invitation to execute the Submission Agreement and participate as a Proponent under the RFP.
- 6.3.3** In the event that a Proponent withdraws or is disqualified from the RFP process, the Procurement Authority reserves the right, at its sole discretion, to invite the next highest ranked Respondent to sign the Submission Agreement and participate as a Proponent under the RFP.

6.4 Notification and Debrief

- 6.4.1** Respondents that are not selected as one of the Qualified Respondents will be notified in writing within a reasonable period of time following the end of the evaluation period and issuance of the RFP.
- 6.4.2** Any Respondent may request a debriefing, through the Procurement Authority, within fifteen (15) Business Days following the receipt of the above-mentioned written notification.
- 6.4.3** The debrief will be limited to the details and results of the evaluation of the specific Respondent's Response and will not provide any details on the contents of, or evaluation results of, Responses of other Respondents. The confidentiality of information relating to other Respondents will be protected.
- 6.4.4** The Procurement Authority will not assume any costs in relation to any debrief.
- 6.4.5** Debriefs will be conducted in person or in writing, as may be determined by the Procurement Authority in its discretion.

Appendix A – Definitions and Interpretation

In this RFQ:

Addendum or **Addenda** has the meaning set out in Section 2.4 of Appendix B – RFQ Standard Instructions;

Affiliate has the meaning set out in the Integrity Provisions;

Alignment means the route upon which the HFR Services will be built and operated;

Business Day means any day other than a Saturday, a Sunday, and holidays specifically listed under the definition of “general holiday” under the *Canada Labour Code* (R.S.C., 1985, c. L-2). When such holiday falls on a Saturday or Sunday, the working day immediately following the holiday will be considered a holiday, not a Business Day;

Canada means His Majesty the King in right of Canada as represented for the purposes of the RFQ and RFP by the Procurement Authority (on behalf of the Project Authority), and as represented by the Contracting Authority under the Pre-Development Agreement and, where applicable, the Project Agreement;

CanadaBuys means <https://CanadaBuys.Canada.ca>;

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

Class 5 Cost Estimate means a cost estimate performed at conceptual level with a project definition up to 2% based on the Cost Estimate Classification System;

Co-Development Phase means the phase during which the Private Developer Partner is expected to further advance the design and finalise its Solution for the Project, the whole in accordance with the Pre-Development Agreement;

Code of Conduct for Procurement means the Government of Canada’s Code of Conduct for Procurement available at <https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>;

Confidentiality Undertaking means the form provided in Form C-6 – Confidentiality Undertaking of this RFQ;

Contracting Authority means VIA HFR - VIA TGF Inc., a wholly owned subsidiary of VIA Rail;

Corridor means the Québec City–Windsor Corridor;

Cost Estimate Classification System means the guideline developed by AACE International for applying general principles of estimate classification to project cost estimates and identify the phases and stages of project cost estimating together with a generic project scope definition maturity and quality matrix;

Design Prime Member means an individual, corporation, partnership, or other legal entity, exclusive to one Respondent for the purposes of the Project that will or is expected to play a key design role by being responsible for leading the team and its coordination and undertaking over 20% of the overall project design work based on the anticipated roles and responsibilities for the Procurement Process, Co-Development Phase, and Execution Phase;

Enquiry has the meaning set out in Section 3.3;

Equity Member means an individual, corporation, partnership, or other legal entity, exclusive to one Respondent for the purposes of the Project, that will have an ownership or equity interest in the Private Developer Partner and the Private Partner;

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

Evaluation Criteria means the criteria based on which each Response will be evaluated as set out in Appendix D – Response Requirements and Evaluation Criteria;

Execution Phase means the phase which commences with the execution of the Project Agreement and concludes at the expiry or termination of the Project Agreement, where the Private Partner proceeds with the design execution, construction, financing, operation and maintenance of the Project in accordance with the provisions of the Project Agreement;

Existing VIA Services means the existing passenger railway services operated by VIA Rail within the Corridor until transfer of responsibility to the Private Partner;

Fairness Monitor means the independent Person identified in the Summary of Key Information and who will perform the role set out in Section 1.5 of this RFQ;

Financial Close means the point in time when the Project Agreement between the Private Partner and Canada is executed and all financing required by the Private Partner at the commencement of the Execution Phase is obtained;

Foreign Ownership, Control and Influence Evaluation or FOCI Evaluation means an evaluation to assess the degree of authority, ownership, control or influence that foreign interests may have over a Canadian organization, to assist in determining and mitigating the risk that unauthorized third parties may exert undue influence over a Canadian organization to access government classified information and assets;

Guarantor means any Person designated in the Respondent's Response pursuant to Appendix D – Response Requirements and Evaluation Criteria, Package 3, Financial Capability and Experience, F.1 Financial Capacity, as guaranteeing the obligations of an Equity Member or Operations Prime Member;

Government of Canada means the Government of Canada and any of its ministries, departments (or branches thereof), boards, commissions, corporations or other bodies that are agents of His Majesty the King in Right of Canada;

HFR Services means the new train services in the Corridor using an intercity passenger rail line with new and upgraded rights-of-way, tracks, structures, stations and rail systems;

Host Railway means a railway company that authorizes or will authorize Existing VIA Services, Local Services and/or HFR Services to operate on its railway, providing shared access and control to infrastructure and managing dispatching, construction, operations, train schedules, performance and maintenance through train service agreements or that will authorize access to its rights of way to build new dedicated tracks for the HFR Services;

ICA Notification has the meaning set forth in Section 4.3;

Ineligible Party means an entity referred to in Section 19 of Appendix B – RFQ Standard Instructions;

Infrastructure Development Prime Member means a Person, exclusive to one Respondent for the purposes of the Project that will or is expected to lead Team Members in the delivery of the

Project, with overall responsibility for the Project, key project activities and the performance of the Pre-Development Agreement and subsequently Project Agreement, and which will hold at least 15% of the equity interest in the Private Developer Partner and Private Partner;

Integrity Provisions or Ineligibility and Suspension Policy means the Government of Canada's *Ineligibility and Suspension Policy* found at <https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>, also referred to as Integrity Provisions, in the version in effect as of the date of issuance of this RFQ;

Investment Canada Act or ICA means the *Investment Canada Act* (R.S.C., 1985, c. 28 (1st Supp.)), as amended from time to time;

Investment Canada Clearance means: (a) no notice has been given to the Relevant Party under subsection 25.2(1) or subsection 25.3(2) of the Investment Canada Act within the prescribed period or, (b) if notice has been given under subsection 25.2(1) or subsection 25.3(2) of the Investment Canada Act, then either the Minister under the Investment Canada Act shall have sent to the Relevant Party a notice under paragraph 25.2(4)(a) or paragraph 25.3(6)(b) of the Investment Canada Act, or the Governor in Council shall have issued an order under paragraph 25.4(1)(b) of the Investment Canada Act authorizing the investment;

Key Individuals means any individual, including Third Party Experts, designated in a Respondent's Response to play a lead role for and on behalf of a Prime Member or Equity Member during the RFP stage, Co-Development Phase and Execution Phase of the Project, in response to specific roles or positions identified as such in Appendix C – Forms and Certifications (Package 1);

Laws means those designated in Section 3 of Appendix B – RFQ Standard Instructions;

Local Services means the Existing VIA Services between Québec City and Windsor, post-transition to the Private Partner;

Major Cities means Québec City, Montréal, Ottawa and Toronto;

National Security Review of Investments Regulations means the *National Security Review of Investments Regulations* (SOR/2009-271), as amended from time to time;

Operations Prime Member means a Person, exclusive to one Respondent for the purposes of the Project that will or is expected to play a key operations, maintenance, and related commercial activities role for the Project and undertake over **25%** of the operations, maintenance, and related commercial activities work based on the anticipated roles and responsibilities for the Procurement Process, Co-Development Phase, and Execution Phase;

Person or **person** means a natural or legal person, a partnership (including undeclared partnerships, general partnerships and limited partnerships), a trust, fund, association, organization, or consortium of Persons, whether or not a legal person, including a natural person or other person acting as trustee, liquidator, testamentary executor or legal representative, including an organization or public law body, administrative unit or financial unit which, pursuant to the applicable law, has the capacity to exercise civil rights and possess property;

Phased Response Compliance Process or PRCP means the process set forth in Appendix G – Phased Response Compliance Process (PRCP);

Pre-Development Agreement means the agreement that Canada anticipates the Contracting Authority entering into with the Preferred Proponent and under which the Preferred Proponent becomes the Private Developer Partner to further design and refine the Project alongside Canada during the Co-Development Phase;

Preferred Proponent means the Proponent selected by the Procurement Authority pursuant to the RFP to enter into the Pre-Development Agreement;

Prime Member means a Person that is designated in a Response to execute in relation to the Project, any of the following roles: (i) Infrastructure Development Prime Member, (ii) Design Prime Member, or (iii) Operations Prime Member;

Private Developer Partner means the Person which executes the Pre-Development Agreement with the Contracting Authority;

Private Partner means the Person which executes the Project Agreement with the Contracting Authority;

Procurement Authority means Public Works and Government Services Canada (PWGSC), operating as Public Services and Procurement Canada (PSPC);

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

Procurement Process means the overall process for the selection of the Private Developer Partner, which process commenced with the issuance of this Request for Qualifications and concludes at execution of the Pre-Development Agreement with the Private Developer Partner;

Prohibited Contact means an entity referred to in Section 18 of Appendix B – RFQ Standard Instructions;

Project means the High Frequency Rail Project, which will be located between Windsor and Québec City;

Project Agreement means the agreement that Canada anticipates the Contracting Authority entering into with the Private Partner, pursuant to and in accordance with the provisions of the Pre-Development Agreement, and under which the Private Partner is to implement the scope of the Project during the Execution Phase;

Project Authority means Transport Canada;

Project Outcomes means Canada's expected Project outcomes as set out in Section 2.3;

Proponent means a Qualified Respondent that has executed the Submission Agreement and is permitted to participate in the RFP;

Proposal means a Proponent's proposal submitted to the Procurement Authority pursuant to the RFP;

PWGSC means Public Works and Government Services Canada, operating as Public Services and Procurement Canada (PSPC);

Qualified Respondent means a Respondent invited pursuant to the provisions of this RFQ to participate in the RFP;

Rated Evaluation Criteria means the rated evaluation criteria set out in Appendix D – Response Requirements and Evaluation Criteria;

Relevant Party has the meaning set forth in Section 4.3;

Representative means the Affiliates, directors, officers, employees, agents, mandataries, consultants, subcontractors, financial, technical, legal or other advisors and all other representatives of the Person being referred to;

Respondent means a Person that submits a Response;

Respondent Representative means the Person identified as such in, and which signs the Master RFQ Submission Form (Form C-1 – Master RFQ Submission Form in Appendix C – Forms and Certifications (Package 1)), and which is fully authorized to represent the Respondent in any and all matters related to its Response;

Respondent Representative Contact Individual means the individual who is designated, pursuant to Form C-1 – Master RFQ Submission Form, as the authorized representative of the Respondent Representative and the point of contact with the Procurement Authority with respect to the RFQ;

Respondent Team means the Respondent and all of its Team Members and Key Individuals;

Response or **RFQ Response** means the information prepared and provided by a Respondent pursuant to Section 5.5 and any additional information provided by the Respondent pursuant to Section 6.2;

Restricted Person means any Person who, or any member of a group of Persons acting together, any one of which:

- (i) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by the Government of Canada;
- (ii) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in terrorism;
- (iii) is (a) subject to an order (including being subject to conditions or undertakings prescribed by the order) made under Section 25.4 of the Investment Canada Act that would prevent such person from undertaking the Project in whole or in part in a manner that the Procurement Authority, in its sole discretion, considers acceptable or (b) is currently, or could become, subject to a review under Part IV.1 of the Investment Canada Act (Investments Injurious to National Security) (as determined by the Procurement Authority in its sole discretion);
- (iv) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
- (v) has a material interest in the production of tobacco products; or
- (vi) has been determined to be ineligible or suspended pursuant to the Integrity Provisions;

RFP or **“Request for Proposals”** means the request for proposals for the Project to be issued to Qualified Respondents following the conclusion of the RFQ;

RFQ or **“Request for Qualifications”** means this request for qualifications in respect of the Project, including all of its schedules, appendices, supplements and Addenda, if any;

Solution means the Private Developer Partner’s final technical, commercial and financial proposal for the design, construction, operation, maintenance and financing of the Project, delivered to the

Contracting Authority during the Co-Development Phase in accordance with the provisions of the Pre-Development Agreement;

Submission Agreement means the agreement entered into between the Procurement Authority and each Qualified Respondent pursuant to which the Qualified Respondent achieves Proponent status and becomes eligible to participate in the RFP and permits the Procurement Authority to issue the payment of Proposal Development Fees;

Submission Deadline means the deadline for submitting Responses set out in the Summary of Key Information;

Summary of Key Information refers to the table set forth immediately after the title page of this RFQ and which includes certain key information regarding the RFQ;

Team Member means a Person that is identified in the Respondent's Response as an Equity Member, Prime Member, or Guarantor;

Third Party Experts means Key Individuals who are exclusive to one (1) Respondent, but who are not employees of the Prime Members or Equity Members and are proposed as Key Individuals within the Response;

VIA HFR means the Contracting Authority;

VIA Rail means VIA Rail Canada Inc.

Appendix B – RFQ Standard Instructions

1. Interpretation

In this RFQ, except to the extent the context or the express provisions of this RFQ otherwise require, any capitalized word or term not otherwise defined in this Appendix B – RFQ Standard Instructions has the meaning set out for it in Appendix A – Definitions and Interpretation.

2. Entire Requirement

2.1. This RFQ contains all applicable requirements for submitting a Response. Any other information or documentation provided to or obtained by a Respondent from any source is not relevant unless issued by the Procurement Authority in accordance with the terms and conditions of this RFQ.

2.2. Respondents should not assume that practices used under previous contracts with Canada would continue, unless expressly included in this RFQ. Respondents should also not assume that their existing capabilities meet the requirements of this RFQ simply because they have met previous requirements under any other prior RFQ or similar document issued by Canada.

2.3. 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.

2.4. Addenda

2.4.1. The Procurement Authority may, in its absolute discretion, amend or clarify the terms or contents of this RFQ at any time by issuing a written Addendum and posting it on CanadaBuys. Addenda are the only means of amending or clarifying this RFQ, and no other form of communication, whether written or oral, including any responses to Respondent Enquiries submitted pursuant to Section 3.3 of the body of this RFQ, will in any way amend or clarify this RFQ. Only the Procurement Authority Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of Canada is authorized to amend or clarify this RFQ.

2.4.2. Each Respondent is responsible for ensuring that it has received all Addenda and is advised to check CanadaBuys for Addenda regularly.

2.4.3. Each Respondent must acknowledge receipt of each Addendum on Form C-1 – Master RFQ Submission Form.

3. Applicable Laws

This RFQ will be governed by the laws applicable in the Province of Ontario, including applicable federal laws (“Laws”).

4. Priority of Documents

4.1. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- a) any Addendum issued prior to the Submission Deadline;
- b) the RFQ; and,

c) Responses.

4.2. In the event of any conflict, discrepancy or inconsistency between two Addenda, the most recent Addendum shall prevail.

4.3. In the event of any conflict, discrepancy or inconsistency between a provision of general application and a specific provision that has been tailored or created for purposes of this Project, the latter shall prevail.

5. No Assignment

Without limiting the provisions of Section 20 of this Appendix B – RFQ Standard Instructions, a Respondent cannot assign its rights in its Response. If any assignment is made the Response will be rejected and the Respondent disqualified from the Procurement Process.

6. Rights of the Procurement Authority

6.1. The Procurement Authority reserves the right to do any/or all of the following without liability to Canada:

6.1.1. reject any or all Responses received in response to the RFQ where such right of the Procurement Authority is expressly contemplated in this RFQ, or where the Respondent, or any of its Team Members, Key Individuals, or their respective Representatives, is in breach of the provisions of this RFQ;

6.1.2. reject the Response if the Respondent assigns or transfers its rights in its Response;

6.1.3. cancel or defer the RFQ or the Project at any time;

6.1.4. reissue the same RFQ or a different request for qualifications document in relation to the Project;

6.1.5. if less than three (3) compliant Responses are received, either:

6.1.5.1. reissue the RFQ by inviting only the Respondents to resubmit Responses within a period designated by the Procurement Authority;

6.1.5.2. cancel or defer the RFQ; or

6.1.5.3. continue the Procurement Process with only those Respondents that submitted a compliant Response;

6.1.6. change the dates, deadlines, process and requirements described in this RFQ;

6.1.7. accept or reject any or all of the Responses; and

6.1.8. change the limits, scope and details of the Project.

7. Disclosure

By submitting a Response, each Respondent agrees, on its behalf and on behalf of its Team Members, that the Procurement Authority can inform the general public of (i) the names of the Respondent and its Team Members and (ii) the identity of the Qualified Respondents and Proponents.

8. Submission of Responses

- 8.1.** It is the Respondent's sole responsibility to:
- 8.1.1. obtain clarification of the requirements contained in the RFQ, if necessary, before submitting a Response;
 - 8.1.2. prepare its Response in accordance with the instructions contained in the RFQ;
 - 8.1.3. submit a Response on or before the Submission Deadline in accordance with the requirements of the RFQ;
 - 8.1.4. provide a comprehensible and sufficiently detailed Response, including all documentation and information requested by the RFQ, so as to permit a complete evaluation of its Response in accordance with the Evaluation Criteria.
- 8.2.** Responses and documentation in support of Responses must be submitted in either English or French.
- 8.3.** Responses received on or before the Submission Deadline and not withdrawn in accordance with Section 5.3 of the main body of this RFQ will become the property of the Procurement Authority and will not be returned. All Responses will be treated as confidential, subject to Section 7 of Appendix B – RFQ Standard Instructions, as well as the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21). By submitting a Response, the Respondent, and each of its Team Members and Key Individuals, agree that Canada may use the information, concepts, ideas, suggestions and directions contained within the Response and in any communication whatsoever surrounding the Response provided by the Respondent or its Representatives, for any purpose whatsoever, including but not limited to use of portions of the Response or of ideas, information and enhancements contained therein for the purpose of the ongoing development of the Project or other projects of Canada. The confidentiality obligations set out in this Section 8.3 and in Section 21 of Appendix B – RFQ Standard Instructions, shall in no way limit or interfere with Canada's hereinabove described rights.
- 8.4.** Unless specified otherwise in this RFQ, the Procurement Authority will only evaluate Responses. The Procurement Authority will not evaluate information not otherwise set out in a Response, such as references to website addresses where additional information can be found, or technical manuals or brochures referred to, but not submitted as part of, a Response.
- 9. Late RFQ Responses**
- The Procurement Authority will not evaluate Responses received after the Submission Deadline.
- 10. Rejection of Responses**
- 10.1.** Without limiting any other provision of this RFQ, the Procurement Authority may, at its sole discretion, disqualify a Respondent or not evaluate a Response in the following circumstances:
- 10.1.1. the Respondent, or any of its Team Members, Key Individuals, or any of their respective Representatives, is in breach of the provisions of this RFQ;
 - 10.1.2. if the Respondent or a Team Member of the Respondent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with PWGSC's performance review procedures,

found at <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>;

- 10.1.3. if the bidding privileges of any member of the Respondent Team are suspended or are in the process of being suspended by the Procurement Authority or by the Government of Canada, which suspension or pending suspension would render that member of the Respondent Team ineligible to bid on the Project or the portion of the Project that it is to perform;
 - 10.1.4. if the Respondent or any member of the Respondent Team is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - 10.1.5. if evidence, satisfactory to the Procurement Authority, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Respondent, a member of the Respondent Team or any of their respective Representatives;
 - 10.1.6. if the Respondent, a member of the Respondent Team or any of their respective Representatives, is a Restricted Person;
 - 10.1.7. if evidence satisfactory to the Procurement Authority that based on past conduct or behavior the Respondent, or any member of the Respondent Team, is unsuitable or has conducted itself improperly; or
 - 10.1.8. With respect to current or prior transactions with the Government of Canada if:
 - 10.1.8.1. The Government of Canada has exercised, or intends to exercise, the contractual remedy of taking the work away from the Respondent or a member of the Respondent Team pursuant to any contract previously entered into with the Government of Canada; or
 - 10.1.8.2. the Procurement Authority determines, at its sole discretion, that the Respondent's or a member of the Respondent Team's performance on other contracts with the Government of Canada is sufficiently poor to jeopardize the successful completion of the Project.
- 10.2.** Where the Procurement Authority intends to reject a Response pursuant to Section 10 of Appendix B – RFQ Standard Instructions, the Procurement Authority will so inform the Respondent and provide the Respondent ten (10) Business Days within which to respond to the circumstances which the Procurement Authority is relying on to reject the Response.

11. Response Costs

No payment will be made by the Procurement Authority for costs incurred by a Respondent in the preparation and submission of a Response to this RFQ. Costs associated with preparing and submitting a Response, as well as any costs incurred by the Respondent associated with the evaluation of the Response, are the sole responsibility of the Respondent. Each Respondent, by submitting a Response, agrees that in no event will Canada, the Procurement Authority, the Project Authority, the Contracting Authority, or any of their respective Representatives, 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 and the Respondent waives any and all claims for loss of profits or loss of opportunity, if the Respondent is not selected as a Qualified Respondent or if the Procurement Authority exercises any of its rights under Section 6 of Appendix B – RFQ Standard Instructions.

12. Public Comments

- 12.1.** Respondents, their Team Members, Key Individuals, and their respective Representatives, should not disclose, issue a news release or make any other public announcement in respect of any details pertaining to their Response in whole or in part to anyone not specifically involved in their Response, without the prior written approval of the Procurement Authority which consent may be withheld in the Procurement Authority's sole discretion.
- 12.2.** If the Procurement Authority determines, in its sole and absolute discretion, that a Respondent is in breach of Section 12.1 of Appendix B – RFQ Standard Instructions, the Procurement Authority may exclude the Respondent from the Procurement Process.

13. Collusion – Corruption – Fraud

- 13.1.** Each Respondent must present its Response without any joint action, exchange or comparison of information, or any agreement with another Respondent, any other Respondent's Team Members, Key Individuals, or any of their respective Representatives.
- 13.2.** Each Respondent is responsible for ensuring that its Team Members, Key Individuals, and their respective Representatives, participate in the Procurement Process by honest means and without any collusion, corruption or fraud. If any collusion, corruption or fraud involving a Respondent, any of its Team Members, Key Individuals, or any of their Representatives, is suspected or discovered, the Procurement Authority may, in its complete discretion, exclude them from the Procurement Process.

14. Lobbying Prohibition

Respondents, Team Members, Key Individuals, and respective Representatives, should not engage in any form of political or other lobbying whatsoever with respect to the Project, or otherwise attempt to influence the outcome of the Procurement Process.

15. Integrity Provisions

- 15.1.** The Integrity Provisions in effect on the date the RFQ is issued, and all related directives in effect on that date, are incorporated by reference into, and form a binding part of, this RFQ. The Respondent Team must comply with the Ineligibility and Suspension Policy and directives found at [Ineligibility and Suspension Policy](#).
- 15.2.** Under the Ineligibility and Suspension Policy, charges and convictions of certain offences against a Respondent, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Respondent is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended suppliers is contained in PWGSC's Integrity Database available here: <https://www.tpsgc-pwgsc.gc.ca/ci-if/four-inel-eng.html>. The Ineligibility and Suspension Policy describes how enquiries can be made regarding the Ineligibility and Suspension Policy.
- 15.3.** Subject to Section 15.2 of Appendix B – RFQ Standard Instructions, by submitting a Response to this RFQ, the Respondent, on its behalf and on behalf of all Team Members, certifies that:
- 15.3.1. it has read and understands the [Ineligibility and Suspension Policy](#);
- 15.3.2. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Ineligibility and Suspension Policy,

will or may result in a determination of ineligibility or suspension under the Ineligibility and Suspension Policy;

- 15.3.3. it is aware that the Procurement Authority may request additional information, certifications, and validations from the Respondent or a third party for purposes of making a determination of ineligibility or suspension;
 - 15.3.4. it has provided with its Response a complete list of all foreign criminal charges and convictions pertaining to itself, its Affiliates and its Team Members that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy;
 - 15.3.5. none of the domestic criminal offences, and other circumstances, described in the Ineligibility and Suspension Policy that will or may result in a determination of ineligibility or suspension, apply to it, its Affiliates or its Team Members; and
 - 15.3.6. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 15.4.** Where a Respondent, or a Team Member, is unable to provide any of the certifications required by Section 15.3 of Appendix B – RFQ Standard Instructions, it must submit with its Response a completed Integrity Declaration Form, which can be found online at <https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
- 15.5.** The Procurement Authority will declare non-responsive any Response in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes that, at any point during the Procurement Process or after execution of the Pre-Development Agreement, the Respondent Team provided a false or misleading certification or declaration, Contracting Authority may terminate the Pre-Development Agreement. Pursuant to the Ineligibility and Suspension Policy, Canada may also determine the Respondent Team to be ineligible for award of the Pre-Development Agreement for providing a false or misleading certification or declaration.

16. Code of Conduct for Procurement

The [Code of Conduct for Procurement](#) provides that parties must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. By submitting a Response, the Respondent and each Team Member is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may result in the Response being rejected by the Procurement Authority in its discretion.

17. Conflict of Interest – Unfair Advantage

- 17.1.** In order to protect the integrity of the Procurement Process, Respondents are advised that the Procurement Authority may exclude a Respondent, Team Member, Key Individual, or any Representative thereof, from the Procurement Process, or reject a Response, at the Procurement Authority's sole discretion, in the following circumstances:
- 17.1.1. if the Respondent, or any Team Member or Key Individual of the Respondent, or any of their current or former Representatives, was involved in any manner in the preparation of the RFQ or is in any situation of conflict of interest or appearance of conflict of interest;

17.1.2. if (i) the Respondent, any Team Member or Key Individual of the Respondent, or any of their current or former Representatives has access to information related to the Project or the Procurement Process that is not available to other Respondents or (ii) the Respondent is otherwise, in the Procurement Authority's opinion, in a position of an unfair advantage.

17.2. It is within the Procurement Authority's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists. Where the Procurement Authority intends to exclude a Respondent, Team Member, Key Individual, or Representative thereof from the Procurement Process, or reject a Response, pursuant to this Section 17 of Appendix B – RFQ Standard Instructions, the Procurement Authority will inform the applicable party and provide it with an opportunity to respond before making a final decision.

17.3. Without limiting the extent of Section 17.1 of Appendix B – RFQ Standard Instructions, the experience acquired by a Respondent, its Team Members or Key Individuals, that is providing or has provided the goods and services described in the RFQ (or similar goods or services) will not, in itself, be considered by the Procurement Authority as conferring an unfair advantage or creating a conflict of interest.

17.4. Respondents, Team Members, Key Individuals, or Representatives thereof, that are in doubt about a particular situation outlined in Section 17.1 of Appendix B – RFQ Standard Instructions should request an advance ruling in accordance with Section 5.7 of the body of the RFQ. Upon receipt of a properly completed request for an advance ruling concerning Conflict of Interest – Unfair Advantage, the Procurement Authority shall, in its sole discretion, make a determination in this regard. The party requesting the advance decision shall be notified of the Procurement Authority's decision by means of written notice, which notice shall include, if applicable, any management, mitigation or minimization measures required as a condition of such party's continued participation in the Procurement Process.

17.5. By submitting a Response, the Respondent represents that neither it, nor any of its Team Members or Key Individuals, have a real or apparent conflict of interest or unfair advantage as described in this Section 17 of Appendix B – RFQ Standard Instructions.

18. Prohibited Contacts

18.1. At any time during the Procurement Process, and except as may be expressly approved by the Procurement Authority, Respondents, their Team Members, Key Individuals, and their respective Representatives, should not contact, or attempt to contact, directly or indirectly, on matters related to the Project, the RFQ, the Procurement Process, or their Responses:

18.1.1. other than the Procurement Authority Contact Person, any individual employed or engaged by the Procurement Authority, the Project Authority, the Contracting Authority, VIA Rail, the Canada Infrastructure Bank, or otherwise by the Government of Canada, including of any of the firms/agencies identified as Ineligible Parties pursuant to Section 19 of Appendix B – RFQ Standard Instructions;

18.1.2. any entity set forth below, or any Representative thereof:

- 18.1.2.1. Canadian National Railway Company (CN);
- 18.1.2.2. Canadian Pacific Railway Company (CP);
- 18.1.2.3. exo;
- 18.1.2.4. Genesee & Wyoming Inc.;
- 18.1.2.5. Hydro One;
- 18.1.2.6. Metrolinx;

18.1.2.7. Quebec Gatineau Railway Company.

- 18.1.3. a member of the Evaluation Committee or any Representative thereof;
- 18.1.4. any “designated public office holder” or “public office holder”, as such terms are defined in the *Lobbying Act, R.S.C., 1985, c. 44*, or any individual holding an analogous office within any provincial, territorial, regional, municipal or local government;
- 18.1.5. any individual employed in “public service”, as such term is defined in the *Public Service Employment Act, SC 2003, c 22, ss 12, 13*, or any individual employed in an analogous capacity by provincial, territorial, regional, municipal or local government;
- 18.1.6. any member of the Privy Council Office or Cabinet, or the staff of any such members;
- 18.1.7. except to the extent necessary to comply with its obligations pursuant to this RFQ, any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction;
- 18.1.8. any member of either House of Parliament, the legislature of a province or individuals on the staff of such members;
- 18.1.9. any members of a council or other statutory body charged with the administration of the civil or municipal affairs of a city, town, municipality or district, persons on the staff of such members or officers or employees of a city, town, municipality or district;
- 18.1.10. any members of the council of a band as defined in subsection 2(1) of the Indian Act or of the council of an Indian band established by an Act of Parliament, or persons on their staff or employees of such a council;
- 18.1.11. any members of an aboriginal government or institution that exercises jurisdiction or authority under a self-government agreement, or under self-government provisions contained in a land claims agreement, given effect by or under an Act of Parliament, persons on the staff of those members or employees of that government or institution; or
- 18.1.12. any other Respondent or its Team Members, Key Individuals, and their respective Representatives.

For the avoidance of doubt, Persons identified in Sections 18.1.1 to 18.1.11 above are not permitted to participate in the Procurement Process as a Respondent, Team Member, or Key Individual, unless expressly approved by the Procurement Authority.

- 18.2.** An entity identified in Section 18.1.2 that disagrees with the decision of the Procurement Authority to designate it as a Prohibited Contact must, within fifteen (15) Business Days following the publication of this RFQ, contact the Procurement Authority Contact Person in this regard and set forth its reasons for such disagreement. The Procurement Authority will, in its discretion, thereafter make a determination in this regard and inform the Prohibited

Contact of its determination. It is Procurement Authority's sole discretion to determine the entities identified as Prohibited Contacts.

By submitting a Response, the Respondent represents that neither it, nor any of its Team Members, or Key Individuals, had any contact, direct or indirect, with any Prohibited Contact in respect of the Project, the RFQ, the Procurement Process, or their Response.

19. Ineligible Parties

- 19.1. As a result of their involvement in the Project, the parties named below, their Representatives, and any of their subcontractors, advisors, consultants or representatives engaged in respect of this Project and any person controlled by, that controls or that is under common control with the Ineligible Party (each an "**Ineligible Party's Affiliate**") are not eligible to participate as a Team Member or Key Individual of a Respondent or advisor to a Respondent or Respondent Team.

ROLE	INELIGIBLE PARTY
Owner's Engineer	AECOM Arup
Technical and Strategic Advisors	Steer Evolve Infrastructure Agilia Infrastructure Partners Richard Dicerni Chris Jones
Communications	NATIONAL Public Relations
External Legal Counsel	Dentons DLA Piper
Capital Markets Advisor	BMO Capital Markets
Transaction Advisor	Ernst & Young (EY)
Project Management	Ernst & Young (EY) Turner & Townsend
Fairness Monitor	BDO Canada LLP

- 19.2. The Procurement Authority may amend the Ineligible Parties list at any time by issuing an Addendum.
- 19.3. An Ineligible Party's Affiliate may be eligible to participate as a member of or advisor to the Respondent Team or as advisor to a Respondent, only after it has obtained a written consent from the Procurement Authority permitting it to participate as a member of, or advisor to Respondent Team. To obtain consent for an Ineligible Party's Affiliate to participate as a Team Member of the Respondent or advisor to the Respondent, the Respondent must submit a request for consent to the Procurement Authority Contact Person as provided in Section 5.7 of the body of this RFQ by no later than fifteen (15) Business Days prior to the Submission Deadline.
- 19.4. Upon the Procurement Authority Contact Person's receipt of a Respondent's properly completed request for consent, the Procurement Authority shall, in its sole discretion, make a determination as to whether it considers there to be a real, perceived or potential conflict of interest and whether the impact of such real, perceived or potential conflict of interest can be appropriately managed, mitigated or minimized. The Respondent shall be notified of the Procurement Authority's decision by means of a consent letter setting out the nature of the consent, if any, and the management, mitigation or minimization measures required as a

condition of consent (if applicable). If the Ineligible Party's Affiliate is considered to have a conflict of interest the impact of which cannot be properly managed, mitigated or minimized, the Ineligible Party's Affiliate shall be added, by the Procurement Authority, to the Ineligible Parties list by Addendum.

20. Changes to Respondent Team and Key Individuals

- 20.1.** A Respondent may not add, remove or replace a Team Member or Key Individual, or make any other changes to the participation or composition of the Respondent's team as set forth in its Response, except to the extent permitted herein or in the RFP, as applicable. All proposed changes are subject to the Procurement Authority's analysis and approval, in its complete discretion, in light of the conditions and requirements of this RFQ and those of the RFP.
- 20.2.** No changes to the participation or composition of the Respondent's team as set forth in its Response are permitted between the date at which the Respondent submits its Response and the date at which the Qualified Respondents are invited by the Procurement Authority to participate in the RFP.
- 20.3.** If, for exceptional reasons, after its selection as a Qualified Respondent and prior to the execution of the Submission Agreement pursuant to the RFP, a Qualified Respondent wishes to make one or more of the changes described above, it must submit such changes to the Procurement Authority Contact Person in writing, explaining the nature of the changes and the reasons for them. In all instances, regardless of which party is being changed, the Qualified Respondent must provide, within such timeframe as the Procurement Authority may establish, the necessary documentation to demonstrate that the Person proposed as a substitute or addition has the requisite capability, qualifications and experience and is otherwise capable of fulfilling its role. The Qualified Respondent must also provide, within such timeframe as the Procurement Authority may establish, all other documents and information the Procurement Authority may require to satisfy itself as to the capability, qualifications and experience of the Person proposed as a substitute or addition.
- 20.4.** The suggested change and its impact will be evaluated by the Procurement Authority. If, pursuant to such evaluation, the change would have the effect that the Qualified Respondent would not have been selected as a Qualified Respondent if the change had been implemented prior to submitting its Response, the Qualified Respondent may be excluded from the Procurement Process at the Procurement Authority's sole and complete discretion.
- 20.5.** Following execution of the Submission Agreement, the RFP will stipulate the terms and conditions which apply to the addition, removal, replacement or change in the participation or composition of a Proponent's team (including Team Members and Key Individuals) as set forth in its Response. Without limiting the generality of the foregoing, such terms and conditions are expected to include a process whereby any addition, removal, replacement or other change in the participation or composition of a Proponent's team are subject to the Procurement Authority's oversight and discretionary approval. In determining whether or not to approve any such change, the RFP is expected to provide that the Procurement Authority may take into consideration whether the change would result in an unacceptable reduction in the qualifications and experience of the Proponent when compared to the Proponent's Response. The Pre-Development Agreement is also expected to include provisions governing the approval by the Contracting Authority of any changes in the participation of the Private Developer Partner's Equity Members, and of the composition of its other Team Members (including Key Individuals) and subcontractors.
- 20.6.** Any changes to the Qualified Respondent's team made in breach of the provisions of Section 20 of Appendix B – RFQ Standard Instructions, regardless of whether or not the Qualified Respondent has provided the Procurement Authority with notice of same, may lead to the

exclusion of the Qualified Respondent from the Procurement Process at the Procurement Authority's sole and complete discretion.

21. Access to Information Act

The Respondent acknowledges that the documents and other records under the control of the Procurement Authority or any other federal government institution are subject to the *Access to Information Act* (RSC 1985, c A 1) (“**ATI**”) and other applicable Laws. Except as expressly stated in this RFQ and subject to the ATI or other applicable Laws, all documents and other records submitted in response to this RFQ will be considered confidential; however such information or parts thereof may be released pursuant to requests under the ATI, other applicable Laws or court/tribunal order. The Respondent waives any right it may have to make any Claim or take any other action against Canada, the Procurement Authority, the Project Authority, the Contracting Authority, any of their respective Representatives, or any other government institution, as a result of any action taken or required to be taken by the Procurement Authority and any other federal government institution for the purpose of complying with the ATI or other applicable Laws or court/tribunal order.

22. RFQ Intent, Project Changes and No Offer to Contract

22.1. This RFQ outlines the Procurement Authority's general intent with respect to the Project and the Procurement Process that it intends to follow, including an RFP stage, leading to the selection of a Preferred Proponent and the award of a Pre-Development Agreement for the Project. Information in this RFQ respecting the RFP, the Pre-Development Agreement, the Project Agreement, the Co-Development Phase, the Execution Phase, and other aspects of the Project and its Procurement Process is provided to indicate the Procurement Authority's general intentions, but the Procurement Authority reserves complete discretion to structure the Project, its Procurement Process, and to draft the RFP, the Pre-Development Agreement and the Project Agreement as the Procurement Authority may decide in its complete discretion, and in a manner which Respondents acknowledge may include variances from the descriptions thereof set forth in this RFQ.

22.2. Without limiting the extent of Section 22.1 of Appendix B – RFQ Standard Instructions, each Respondent and Team Member acknowledges that the Project (including its Procurement Process) is being advanced through a co-development approach which may result, pursuant to the RFP, Pre-Development Agreement or Project Agreement, in changes in the nature, scope and risk allocation of the Project, including without limitation to the scope and extent of obligations of the parties to the Pre-Development Agreement and Project Agreement, as compared to the description of the Project set forth herein or otherwise provided by Canada to actual or potential Respondents or Team Members (each such change, for the purposes of this Section 22.2 of Appendix B – RFQ Standard Instructions, a “**Project Change**”). By submitting its Response, each Respondent, on its behalf and on behalf of its Team Members and their respective Representatives: (i) acknowledges that a Project Change may occur pursuant to an Addendum, the RFP, the Pre-Development Agreement or the Project Agreement; (ii) undertakes and agrees not to contest the validity of the Procurement Process, the award of the Pre-Development Agreement or Project Agreement, or the performance by a party of its obligations thereunder, where applicable, on the basis that a Project Change has occurred; and (iii) waives any and all recourse against Canada, the Procurement Authority, the Project Authority, the Contracting Authority, or any of their respective Representatives, in connection with any Project Change.

22.3. By submitting a Response and/or participating in this RFQ, Respondents, and each of their Team Members, expressly acknowledge and agree that no offer to contract in respect of the Project arises from this RFQ, and that no legal obligations will arise as a result of this RFQ, except to the extent expressly contemplated by the RFP and the Submission Agreement in respect of Proponents. For the avoidance of doubt, this RFQ is not intended to create a binding contract in respect of Project (often referred to as “Contract A”).

23. Respondent Due Diligence

- 23.1.** The Procurement Authority and its advisors make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFQ or any information, data, materials or documents (electronic or otherwise) provided to the Respondents, their Team Members, and their respective Representatives, in this RFQ or during this RFQ with respect to the RFQ or the Project. The Procurement Authority and its advisors shall not be liable for any Claim of any kind whatsoever arising from any Respondent's or Team Member's reliance on or use of this RFQ or any other information, data, materials or documents (electronic or otherwise) provided or made available to the Respondents or their Team Members by the Procurement Authority or its advisors during this Procurement Process or with respect to the RFQ or the Project.
- 23.2.** Each Respondent, and each Team Member, is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the RFQ, and the Project and with respect to any information, data, materials or documents (electronic or otherwise) provided or made available to the Respondents or their Team Members by the Procurement Authority or its advisors during the RFQ or with respect to the RFQ or the Project.
- 23.3.** Each Respondent, and each Team Member, is responsible for ensuring that it has all of the information necessary to prepare its Response in response to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, or provided during this RFQ with respect to the RFQ or the Project and with respect to any conditions that may in any way affect its Response.

24. Limitation of Liability

By submitting a Response, each Respondent, and each Team Member and Key Individual, agrees that in no event will Canada, the Procurement Authority, the Project Authority, the Contracting Authority, or any of their respective Representatives, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent, its Team Members, Key Individuals, or any of their respective Representatives, in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity and the Respondent, its Team Members, Key Individuals, and their respective Representatives waive any and all claims for loss of profits or loss of opportunity, resulting from their participation in this Procurement Process or for any other reason whatsoever in connection thereto.

25. Challenge and Recourse Mechanisms

- 25.1.** Several mechanisms are available to Respondents and Proponents to challenge aspects of the Procurement Process up to and including the award of the Pre-Development Agreement.
- 25.2.** Canada encourages parties to first bring their concerns to the attention of the Procurement Authority. Canada's *Buy and Sell* website, under the heading "*Bid Challenge and Recourse Mechanisms*" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO);
 - Canadian International Trade Tribunal (CITT).
- 25.3.** Parties should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. They should therefore act quickly when they want to challenge any aspect of the Procurement Process.

Appendix C – Forms and Certifications (Package 1)

1. Instructions

1.1. Respondents must provide the required forms, certifications and documentation as set out in this RFQ:

1.1.1 Form C-1 – Master RFQ Submission Form;

1.1.2 Form C-2 – Team Member Consent Declaration;

1.1.3 Form C-3 – Respondent Team Members;

1.1.4 Form C-4 – Integrity Verification Forms;

1.1.5 Form C-5 – Respondent Key Individuals; and

1.1.6 Form C-6 – Confidentiality Undertaking.

Form C-1 – Master RFQ Submission Form

RESPONDENT ACKNOWLEDGMENT OF THE TERMS OF THE RFQ

The undersigned is a duly authorized Representative of the Respondent and has the authority to sign this Respondent Acknowledgment of the Terms of the RFQ (the “**Acknowledgment**”) on behalf of such Respondent.

The Respondent hereby acknowledges receipt and review of the RFQ and acceptance of all of the terms and conditions contained therein, including, without limitation, all annexes attached thereto and agrees to comply with all of the terms and conditions set out in the RFQ.

To be completed by a single entity acting as the Representative for all members of the Respondent Team:

Respondent Representative:

Name of Respondent	
Legal Name of Respondent Representative(s)	
Respondent Representative Contact Individual	
Registered Address of Representative(s)	
Telephone Number(s)	
E-Mail Address	
Name of Authorized Signatory	
Title of Authorized Signatory	
Signature of Authorized Signatory	
Date	

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

- a) it has the power and authority to bind the Respondent for the purpose of the RFQ;
- b) it has received all Addenda to the RFQ;
- c) the Respondent is:
 - a sole proprietor
 - a limited liability or general partnership
 - a corporation

The official version of this document can be downloaded at <https://canadabuy.ca/en/tender-opportunities>

an unincorporated consortium carrying on business under the above-mentioned Respondent Name;

d) if invited to participate in the RFP, the Respondent would prefer to receive correspondence and associated procurement documentation in the following language during the RFP process:

- English
- French

Please select only one (1) language as the Respondent's preferred language;

e) the Respondent would prefer that the Pre-Development Agreement and the Project Agreement be governed by one of the two following applicable laws, the Respondent acknowledging that Canada is under no obligation to conform to the Respondent's preference in this regard, and that the governing law of the Pre-Development Agreement and the Project Agreement will be determined by Canada, in its discretion:

- Laws of the Province of Ontario, and the Federal laws of Canada applicable therein
- Laws of the Province of Quebec, and the Federal laws of Canada applicable therein

Please select just one (1) applicable law as the Respondent's preferred applicable law;

f) this Form C-1 – Master RFQ Submission Form has not been modified in any manner, except to include the Respondent's required information and the Addenda information required by this Form; and

g) the Respondent is in compliance with the Integrity Provisions and with the Code of Conduct for Procurement set forth in Section 15 and 16 of Appendix B – RFQ Standard Instructions.

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

Respondent Representative

Per:

Per:

Name:

Name:

Title:

Title:

Date:

Date:

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Form C-2 – Team Member Consent Declaration

Legal Name of Team Member	
Role of Team Member (Equity, Infrastructure Development, Design, Operations or Guarantor)	
Approximate percentage of role to be performed by the Team Member	
Type of Business	
Current Trading/Business Name	
Year of Incorporation / Registration	
Registered Address	
Title of Authorized Signatory	
Signature of Authorized Signatory	
Date	

I, _____, am an authorized officer or director of _____
 (“Team Member”) and confirm for and on behalf of the Team Member and without any personal liability that:

- a) the Team Member has read and understands the RFQ and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFQ;
- b) the Team Member agrees to be bound by the requirements of the RFQ;
- c) the Team Member consents to its inclusion as a member of the _____ (insert the name of the Respondent team);
- d) the Team Member confirms that the Response accurately reflects the qualifications of the Team Member;
- e) the Team Member consents to the Procurement Authority performing reference checks in accordance with the RFQ;
- f) the Team Member understands and accepts the obligations imposed on it as a result of the Response;
- g) the Team Member does not consider itself to be in conflict of interest or to have an unfair advantage within the meaning of Section 17 of Appendix B – RFQ Standard Instructions;
- h) the Team Member declares that this Form C-2 – Team Member Consent Declaration has not been modified in any manner, except to complete the required information;

- i) the Team Member declares that _____ (Respondent Representative name of the person in Form C-1 – Master RFQ Submission Form) has been appointed the Respondent Representative and has been given the power and authority to bind the Team Member for all matters pertaining to the RFQ;
- j) the Team Member declares that it and its Affiliates are in compliance with the Integrity Provisions and with the Code of Conduct for Procurement set forth in Sections 15 and 16 of Appendix B – RFQ Standard Instructions; and
- k) the Team Member is:
 - a “Canadian” as defined in the *Investment Canada Act*; or
 - a “non-Canadian” as defined in the *Investment Canada Act* and is not subject to an ICA Notification requirement under the *Investment Canada Act*; or
 - a “non-Canadian” as defined in the *Investment Canada Act* and has filed an ICA Notification or a voluntary notification pursuant to the *National Security Review of Investments Regulations* but has not obtained Investment Canada Clearance, and has attached a copy of its ICA Notification or voluntary notification; or
 - a “non-Canadian” as defined in the *Investment Canada Act* and has obtained Investment Canada Clearance, and has attached evidence of its Investment Canada Clearance; or
 - a “non-Canadian” as defined in the *Investment Canada Act* and is subject to an ICA Notification requirement under the *Investment Canada Act* and has not submitted an ICA Notification or a voluntary notification pursuant to the *National Security Review of Investments Regulations*.

[Instruction to Team Member: only one of the options above should be selected.]

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

Team Member

Per:	Per:
Name:	Name:
Title:	Title:
Date:	Date:

Form C-3 – Respondent Team Members

Equity Member(s)		
Name	Address (Registered head office and place of business)	% equity participation
Infrastructure Development Prime Member(s)		
Name	Address (Registered head office and place of business)	% of infrastructure development participation
Design Prime Member(s)		
Name	Address (Registered head office and place of business)	% of design work
Operations Prime Member(s)		
Name	Address (Registered head office and place of business)	% of operations, maintenance and commercial activities work

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Guarantor(s)		
Name	Address (Registered head office and place of business)	Entity in respect of which guarantee is being provided (Note to Respondents: this entity must be either an Operations Prime Member or Equity Member)

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Form C-4 – Integrity Verification Forms

Respondents and their Team Members must provide all information required by the Ineligibility and Suspension Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement” using the form made available here: <https://www.tpsgc-pwgsc.gc.ca/ci-if/In-form-eng.html>.

Each Respondent, and each Team Member, is responsible for completing the form. Each completed form shall be submitted as part of a Respondent’s Response in accordance with Section 5.5.1.1 of the main body of this RFQ.

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Form C-5 – Respondent Key Individuals

<p><i>By submitting the following table of Key Individuals in its Response, the Respondent certifies that the Key Individuals currently possess, are eligible to obtain, and \ or have other Team Members that currently possess or are eligible to obtain all required licenses and/or certifications to deliver their services as required.</i></p>			
Delegated Role	Key Individual's Name	Registered or corporate name of affiliate company	Contact Information (Registered head office, place of business addresses, and email)
Teaming			
Respondent Project Lead #1			
Respondent Project Lead #2 (optional)			
Respondent Project Lead #3 (optional)			
Government Relations and Stakeholders Relations Lead			
Infrastructure Development			
Infrastructure Development Lead #1			
Infrastructure Development Lead #2 (optional)			
Infrastructure Development Lead #3 (optional)			
Lands Right Acquisition Lead			
Design			
Design Lead			
Environmental Lead			
Rail Operations, Commercial Management and Customer Service			
Project Operations Lead #1			

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Project Operations Lead #2 (optional)			
Project Operations Lead #3 (optional)			
Revenue Management & Network Planning Lead			
Experience and Approach - Working with Indigenous Peoples			
Indigenous Engagement Lead			
Finance			
Project Financing Lead			

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Form C-6 – Confidentiality Undertaking

Request for Qualifications

High Frequency Rail Project

Contact Information

Name of Respondent/Prime Member/Equity Member/Guarantor: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Contact Person: _____

Confidentiality Undertaking

For the purpose of this Confidentiality Undertaking, unless the context indicates a contrary intention, terms which are defined in the RFQ (and not otherwise defined in this Confidentiality Undertaking) shall have the meanings given to them in the RFQ, and the following terms shall have the following meanings:

“**Confidential Information**” means all documents, knowledge and information provided by the Procurement Authority or any of its Representatives (the “**Disclosing Party**”) to, or otherwise obtained by, the Recipient or any of its Representatives (collectively, the “**Receiving Party**”), whether before or after the date of this Confidentiality Undertaking, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, this RFQ, the RFP or the Procurement Process 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 that:

- a) is or subsequently becomes available to the public, other than through a breach of this Confidentiality Undertaking by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
- b) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Confidentiality Undertaking and which party did not receive such information directly or indirectly under obligations of confidentiality;
- c) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Confidentiality Undertaking and did not originate, directly or indirectly, from the Disclosing Party;
- d) was developed independently by the Receiving Party without the use of any Confidential Information; or
- e) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

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“Permitted Purposes” means evaluating and reviewing the Submission Agreement and RFP provided to Qualified Respondents, and any other use expressly permitted by the RFQ or the RFP.

“Recipient” means the Interest Party identified in the section “Contact Information” of this Confidentiality Undertaking.

“RFQ” means the Request for Qualifications for the High Frequency Rail Project issued by Public Works and Government Services Canada (PWGSC), operating as Public Services and Procurement Canada (PSPC). The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Procurement Authority, 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. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Confidentiality Undertaking, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

The Procurement Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Confidentiality Undertaking, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential, and will not, without the prior express written consent of an authorized Representative of the Procurement Authority, 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 for any purpose whatsoever.

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of the Permitted Purposes, and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify the Procurement Authority, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

On written request, the Recipient will promptly deliver to the Procurement Authority or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to the Procurement Authority in writing, all in accordance with the instructions of Procurement Authority; provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Procurement Authority may be irreparably harmed if any provision of this Confidentiality Undertaking were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Procurement Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Confidentiality Undertaking by the Recipient or any of its Representatives, 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 the Procurement Authority may be entitled at law or in equity.

No failure to exercise, and no delay in exercising, any right or remedy under this Confidentiality Undertaking by the Procurement Authority will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Confidentiality Undertaking will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

If any portion of this Confidentiality Undertaking 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.

This Confidentiality Undertaking enures to the benefit of the Procurement Authority and binds the Recipient and its successors.

This Confidentiality Undertaking is governed by the laws of the Province of Ontario, and the Federal laws of Canada applicable therein.

The undersigned is a duly authorized Representative of the Recipient and has the power and authority to sign this Confidentiality Undertaking on behalf of the Recipient.

Recipient Representative:

Authorized Signature: _____

Name of the Authorized Signatory: _____

Title: _____

Date: _____

Appendix D – Response Requirements and Evaluation Criteria

1. Format Instructions

- 1.1. For each package, include a title page at the front of the Response that includes the Project Title, date, the RFQ number, Respondent's name and Respondent Representative Contact Individual;
- 1.2. Use a numbering system that corresponds to the RFQ;
- 1.3. The text should not be smaller than Arial font size 10, and the pages should be formatted to 8.5 × 11 inch (216 mm × 279 mm) size;
- 1.4. Organizational charts may be formatted to 11 × 17 inch (279 mm a 432 mm) page size, with text no smaller than Arial font size 8;
- 1.5. Only material included within the Respondent's Response will be evaluated. Reference material outside of the Respondent's Response will not be considered;
- 1.6. For each package, include a table of contents;
- 1.7. Margins should be 0.5 inch (12.7 mm) left, right, top and bottom, at a minimum; and
- 1.8. Page count limitations do not apply to Package 1 – Forms and Certifications. Page limitations are identified within Appendix D – Response Requirements and Evaluation Criteria, Package 2 – Technical Capability and Experience and Package 3 – Financial Capability and Experience. Any additional pages will not be considered for evaluation.

2. Evaluation Criteria Response Instructions

- 2.1. In its Response, the Respondent should demonstrate its understanding of the requirements contained in the RFQ and explain how it will meet these requirements. The Respondent should demonstrate its experience and describe its approach for carrying out the Project in a thorough, concise and clear manner.
- 2.2. The Response should address clearly and in sufficient depth the points that are subject to the Rated Evaluation Criteria against which the Response will be evaluated. Simply repeating the statement contained in the RFQ is not sufficient.
- 2.3. If the quantity of project examples in the Response exceeds the limit stipulated by the submission requirements, the examples will be evaluated in the order they are supplied and any extraneous examples will not be evaluated.
- 2.4. If the quantity of Key Individuals exceeds the limit stipulated by the submission requirements, the Key Individuals will be evaluated in the order they are supplied and any extraneous Key individuals will not be evaluated.
- 2.5. Rated Evaluation Criteria will be evaluated against the identified scales found in Appendix E – Applicable Scales for Rated Evaluation Criteria.

- 2.6. The capital value of Respondent reference projects should be adjusted to December 2022 values by assuming a construction inflation rate of 3% per annum from the date of the mid-point of the construction period to December 2022.

3. RFQ Evaluation Summary

- 3.1. The Evaluation Committee will be responsible for evaluating the Responses in accordance with the Rated Evaluation Criteria.
- 3.2. Respondents will have their Responses evaluated in accordance with the criteria and weight factors indicated in Table 1 below. Respondents are cautioned that a Respondent which fails to meet the pass threshold applicable to the Rated Evaluation Criteria set out below may, as a result, be prevented from being eligible as a Qualified Respondent in accordance with the provisions of the main body of the RFQ.
- 3.3. The referenced projects provided in relation to the experience assessed in Package 2 criteria A.3, B.1, C.1, D.1, and E.1 and Package 3 criteria F.3 will be evaluated collectively against the Referenced Project Comparability evaluation criteria, and a single point-rated score provided for the respective weighted Referenced Project Comparability criterion. These referenced projects will then be evaluated collectively against the Capability evaluation criteria and a single point-rated score provided for the respective weighted Capability criterion.
- 3.4. Project examples submitted to demonstrate experience can only be supplied for one Team Member per Evaluation Category, unless the Team Members each delivered a different role on the same project. For clarity, the same project experience may only be claimed by a single Team Member and where a single project is submitted for more than one Team Member in the same category, Respondents must clearly demonstrate how the Team Members performed different roles.
- 3.5. Respondents are expected to build their own team structure to respond to the requirements of the Project. Therefore, the Respondent will provide the roles and responsibilities for each Key Individual on the Respondent team in response to Package 2 criteria A.1. These roles and responsibilities will then be the benchmark by which the experience and capability of Key Individuals are evaluated in Package 2 criteria A.4, B.3, C.3, D.3, and E.2, and Package 3 criteria F.4.
- 3.6. The Key Individuals assessed in Package 2 criteria C.3 will each receive a point-rating against the respective evaluation criteria, and then an equally weighted average of the Key Individuals' scores will be awarded for the respective criterion.
- 3.7. For the Key Individuals assessed in Package 2 criteria A.4, should more than one individual be proposed for the Respondent's Project Lead role, the Key Individuals will each receive a point-rating against the respective evaluation criteria, which will then be averaged to allocate a single point-rated score for the Respondent's Project Lead. The Government Relations and Stakeholder Relations Lead will also be assigned a point-rated score against the respective evaluation criteria. Then an equally weighted sum of the Key Individuals' scores will be awarded for the respective criterion. This same logic will be applied to the proposed Key Individuals in Package 2 criteria B.3 and D.3.

Table 1 – Rated Evaluation Criteria Weighting

RATED CRITERIA		WEIGHTING	MIN SCORE	MAX PAGES
A: Respondent Team Composition, Structure, Governance and Experience		15%	6/15	
A.1 Respondent Team Composition, Structure, and Governance		5%		15 pages excluding organizational charts and teaming agreements
A.2 Co-Development Approach		5%		15 pages
A.3 Experience Working Together		3%		3 pages per project
A.4 Key Individuals		2%		3 pages per Key Individual
B: Infrastructure Development Capability and Experience		25%	10/25	
B.1 Experience	B.1.1 Comparability	8%		4 pages per project
	B.1.2 Capability	8%		
B.2 Approach		7%		15 pages
B.3 Key Individuals		2%		3 pages per Key Individual
C: Design Capability and Experience		15%	6/15	
C.1 Experience	C.1.1 Comparability	4%		4 pages per project
	C.1.2 Capability	4%		
C.2 Approach		5%		10 pages
C.3 Key Individuals		2%		3 pages per Key Individual
D: Rail Operations, Commercial Management & Customer Service Delivery Experience		25%	10/25	
D.1 Experience	D.1.1 Comparability	8%		4 pages per project
	D.1.2 Capability	8%		
D.2 Approach		7%		15 pages
D.3 Key Individuals		2%		3 pages per Key Individual
E: Experience and Approach - Working with Indigenous Peoples		5%	3/5	
E.1 Experience and Approach		3%		10 pages
E.2 Key Individuals		2%		3 pages per Key Individual
F: Financial Capability and Experience		15%	6/15	
F.1 Financial Capacity		7%		N/A
F.2 Financing Experience	F.2.1 Comparability	2%		4 pages per project
	F.2.2 Capability	2%		
F.3 Approach to Project and Financing Structure		3%		5 pages
F.4 Key Individuals		1%		3 pages per Key Individual
OVERALL SCORING		100%		60/100

PACKAGE 2: TECHNICAL CAPABILITY AND EXPERIENCE

A. Respondent Team Composition, Structure, Governance, and Experience	Total Weighting for Section A = 15%	
A.1 Respondent Team Composition, Structure and Governance	Max Pages: 15 pages (Excluding organizational charts and teaming agreements)	Weighting: 5%
Submission Requirements		
<ol style="list-style-type: none"> 1. Provide the legal name of the Respondent, if applicable, or name of the Respondent Team, and each Team Member. 2. Provide organizational chart(s) illustrating the relationship between each of the Team Members and Key Individuals for the RFP stage, Co-Development Phase, and Execution Phase of the Project, in each case describing the proposed major contractual, partnering and reporting relationships among the Team Members. 3. Provide organizational chart(s) illustrating the key functions, resources, roles, and organizational capacity supporting each Key Individual. 4. Provide copies of any teaming agreements or arrangements (including preliminary agreements or arrangements) established between Team Members. 5. Describe the roles and responsibilities of each Team Member for the RFP stage and Co-Development Phase and those anticipated for the Execution Phase of the Project. 6. Describe the roles and responsibilities of each Key Individual for the RFP stage and Co-Development Phase, and those anticipated for the Execution Phase of the Project. 7. Describe the Respondent’s plan and approach for governing and managing the Respondent Team during the RFP stage, Co-Development Phase and Execution Phase of the Project, referencing lessons gained from previous project experience, having specific regard to: <ol style="list-style-type: none"> a. How the Respondent’s resourcing plan and strategy will enable the Respondent to have the required expertise and capacity for each of the different stages and phases of the Project; b. How the Respondent will structure itself to be an effective, efficient, and fully integrated counterparty to the Contracting Authority, utilizing principles of collaboration; and c. How the Respondent intends to make Project-related decisions; how decision-making authority will be structured to consider views of the various Team Members; how interfaces between Team Members will be managed; and how the Respondent intends to resolve conflict among the various Team Members. 		
Evaluation Criteria	Rating Scale E-3: Approach	
<p>Elements presented in support of this criterion should collectively demonstrate :</p> <ol style="list-style-type: none"> 1. A clearly defined and effective approach to adapt the organizational structure and to build capacity as required as the Project advances; 2. Respondent teaming arrangements established with clearly documented roles and responsibilities among Team Members; 		

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3. A clearly defined and effective approach to developing and maintaining a successful and collaborative relationship with the Contracting Authority;
4. Demonstration of a Respondent Team organizational structure aligned with the expected roles and responsibilities of the Team Members and Key Individuals;
5. Clearly defined internal governance, decision-making and conflict resolution processes; and,
6. A clearly defined and effective approach to collaboration between the Team Members to enhance internal decision-making, reduce conflict and ensure a successful co-development period with the Contracting Authority.

A.2 Co-Development Approach	Max Pages: 15 pages	Weighting: 5%
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Submission Requirements

1. Describe the Respondent’s assessment of key opportunities and key challenges related to the Project Outcomes, including its proposed approach to maximize such opportunities and mitigate such challenges during the Co-Development Phase.
2. Describe the Respondent’s methodology for the Co-Development Phase, including how the Respondent would propose leveraging the Co-Development Phase to:
 - a. Advance and refine selection of the Project’s Alignment;
 - b. Support the Contracting Authority with land rights acquisition and landowner relations;
 - c. Support the Contracting Authority with obtaining the environmental approvals required;
 - d. Engage with stakeholders and general public;
 - e. Progress towards obtaining required regulatory approvals and permits; and
 - f. Proceed with due diligence as required to address Project risks.
3. Describe the Respondent’s methodology for developing, during the Co-Development Phase, its business plan for the Project, including how such business plan would address its operational strategy and approach to revenue risk.

Evaluation Criteria	Rating Scale E-3: Approach
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- Elements presented in support of this criterion should collectively demonstrate:
1. A logical assessment of key opportunities and key challenges for the Project in relation to the Project Outcomes and a clear, comprehensive and logical approach to address opportunities and challenges identified by the Respondent in respect of the Co-Development Phase;
 2. A clear, comprehensive and logical methodology for the Co-Development Phase; and,
 3. A clear, comprehensive and logical methodology for developing a business plan for the Project.

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A.3 Experience Working Together	Max Pages: 3 per project	Weighting: 3%
Submission Requirements		
Using Form D-1 in Attachment 1 to Appendix C of the RFQ, provide up to three (3) project examples where two (2) or more of the Team Members worked together from within the past ten (10) years from January 1 st , 2023, including of the role of any Key Individuals within those projects.		
Evaluation Criteria		Rating Scale E-2: Capability and Key Individuals
<p>The Response will be evaluated based on the demonstration of the degree to which it reflects that Team Members have worked together on comparable projects and demonstrated their capability to achieve success, in consideration of the following:</p> <ol style="list-style-type: none"> 1. Two or more Team Members have worked together on the referenced projects; 2. Key Individuals have worked together on the referenced projects, particularly if they worked for different Team Members; and, 3. Whether the role of the Team Members and Key Individuals and duration of their relationship in the referenced projects is similar and relevant to that of the Project, meaning projects with a minimum capital value of \$500 million CAD, delivered under an integrated or collaborative delivery model (Design-Build, EPC, DBFOM, DBFM, DBOM, alliance models or EPCM, franchise model, revenue/concession model). 		

A.4 Key Individuals	Max Pages: 3 per Key Individual	Weighting: 2%
Submission Requirements		
<ol style="list-style-type: none"> 1. Respondents should identify Key Individual(s) for each of the following functions and provide a cross-reference to the Key Individual in the organization chart(s) provided in response to Submission Requirement A.1 - Respondent Team Composition, Structure, and Governance: <ol style="list-style-type: none"> a. Respondent's Project Lead(s) (maximum of 3); b. Government Relations and Stakeholder Relations Lead (maximum of 1). 2. Using Form D-2 provided in Attachment 1 of Appendix C of this RFQ, submit a maximum of three (3) projects for each of the above Key Individuals from within the past ten (10) years from January 1, 2023, where the Key Individual was responsible for the described role, with a comparable level of responsibility and complexity as proposed in A.1 - Respondent Team Composition, Structure and Governance, for at least two (2) years. 3. For the Respondent Project Leads, at least one (1) Key Individual must have a demonstrated capacity to work in English and at least one (1) Key Individual must have a demonstrated capacity to work in French (Note: the same Key Individual can be used to demonstrate capacity in both languages). 4. The Government Relations and Stakeholder Relations Lead must have a demonstrated capacity to communicate effectively in both of Canada's official languages. 		

Evaluation Criteria	Rating Scale E-2: Capability and Key Individuals
<p>The experience presented in support of this criterion should collectively demonstrate the Key Individuals' experience and capability to:</p> <ol style="list-style-type: none"> 1. Work in comparable project functions as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance; 2. Work at a comparable level of responsibility as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance; and, 3. Manage an organization or work unit of the scale and scope required for the Project, and as laid out in the response to A.1 - Respondent Team Composition, Structure and Governance. 	

B. Infrastructure Development Capability and Experience	Total Weighting for Section B = 25%		
B.1 Experience	Max Pages: 4 per project		
Submission Requirements			
<ol style="list-style-type: none"> 1. Using Form D-1 provided in Attachment 1 of Appendix C of this RFQ, submit up to five (5) project examples within the past ten (10) years from January 1, 2023, demonstrating the experience of the Infrastructure Development Prime Member(s), with at least one (1) project example from each Infrastructure Development Prime Member. 2. All projects must have been delivered by the Infrastructure Development Prime Member(s) and have progressed into the construction phase at a minimum. 3. Each project must have a minimum capital value of \$1 billion CAD. 4. Each project must be a railway or linear project. Railway in this context means any project involving fixed guideway service (intercity, commuter rail, heavy rail, light rail, monorail). Examples of linear projects in this context are bridges, highways, transmission lines or pipelines. 5. The projects presented must have been delivered by the Infrastructure Development Prime Member(s) that assumed responsibility and liability for the provision of those services. 			
Evaluation Criteria			
Rating Scale E-1: Referenced Project Comparability		Rating Scale E-2: Capability and Key Individuals	
B.1.1 Comparability	Weighting: 8%	B.1.2 Capability	Weighting: 8%

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<p>The project examples will be collectively evaluated on the degree to which the comparability of the Infrastructure Development Prime Member(s)' experience to the Project in the following aspects*:</p> <ol style="list-style-type: none"> 1. Projects involved working with environmental agencies to obtain required approvals, regulatory approvals, and public consultations; 2. Projects included a combination of greenfield and brownfield; 3. Projects involved integration of maintenance and lifecycle asset management over a long-term operational horizon; 4. Projects involved the determination of optimal alignments and associated land requirements; 5. Projects involved integrating project delivery with operations; and 6. One or more projects located in Canada. <p>*For the purposes of determining comparability, intercity railway or commuter rail projects will be assessed as more highly relevant and comparable to the Project.</p>	<p>The project examples will be collectively evaluated based on the degree to which the Infrastructure Development Prime Member(s)' capability is demonstrated through their role in delivering the following, within the context of the Project:</p> <ol style="list-style-type: none"> 1. Experience in the development of intercity or commuter passenger rail projects; 2. Experience in stakeholder engagement, environmental assessments, communications and public consultations; 3. Experience in integrating ridership, revenue considerations, long term asset management and operations with technical, construction and design development decisions to optimize value; 4. Experience assembling and managing multi-disciplinary teams and contractors during all project phases, including early design, for the development and construction of railway or linear infrastructure projects; 5. Experience working with system integrators and rolling stock providers; 6. Experience in managing interface risks and integration risks between new and existing rail systems; 7. Experience in multi-jurisdictional projects (intercity, state, province, country); 8. Experience in effectively working with a public authority under a collaborative delivery model to achieve project outcomes; 9. Experience leading or supporting project sponsors with securing land rights, right-of-way management and land issues; 10. Experience with leading in the development of projects on time and on budget, particularly in the context of multiple stakeholders; 11. Experience in projects with revenue risk and revenue management services including growing ridership for new services; 12. Experience with the identification of commercial opportunities for development and investment around and within transit stations; and 13. Experience with developing new or upgraded stations that have supported improvement of the city fabric and promotion of socio-economic growth.
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B.2 Approach	Max Pages: 15	Weighting: 7%
Submission Requirements		
Describe the Respondent's approach to:		
<ol style="list-style-type: none"> 1. Identification, development and evaluation of opportunities to optimize the value proposition of the Project while meeting and exceeding the Project Outcomes, including how design and construction decisions will be balanced with operations and revenue to drive whole-of-life value for money; 2. Assembling and managing multi-disciplinary teams and contractors during the RFP stage, Co-Development Phase and Execution Phase; 		

3. Maintaining competitive tension in procurement efforts during the Co-Development Phase and Execution Phase including the identification and selection of rolling stock solutions, systems integration, and other contractors required for project delivery;
4. Identification, development and evaluation of revenue opportunities within the Corridor; and
5. Leveraging lessons gained from the relevant project experience provided in the response to Section B.1 during the Co-Development Phase.

Evaluation Criteria	Rating Scale E-3: Approach
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- Elements presented in support of this criterion should collectively demonstrate:
1. A logical and clearly defined approach that integrates design, construction, operations and revenue consideration and opportunities during the RFP, Co-Development and Execution Phases into project decision-making, taking into consideration Project Outcomes and other considerations relevant to Canada;
 2. A logical approach to assembling and managing multi-disciplinary teams and contractors during the RFP stage, Co-Development Phase and Execution Phase;
 3. A logical procurement strategy that enables competition and supports value for money in the identification and selection of rolling stock solutions, systems integration, and other contractors required for project delivery;
 4. A reasoned and logical preliminary assessment of the potential revenue opportunities available within the Corridor; and
 5. How best practices and lessons gained from the Respondent’s project experience will be effectively leveraged during the Co-Development.

B.3 Key Individuals	Max Pages: 3 per Key Individual	Weighting: 2%
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Submission Requirements

1. Respondents should identify Key Individual(s) for each of the following functions and provide a cross-reference to the Key Individual in the organization chart(s) provided in response to Submission Requirement A.1 - Respondent Team Composition, Structure, and Governance:
 - a. Infrastructure Development Lead(s) (maximum of 3);
 - b. Lands Right Acquisition Lead (maximum of 1).
2. Using Form D-2 provided in Attachment 1 of Appendix C of this RFQ, submit a maximum of **three (3)** projects for each of the above Key Individuals from within the past **ten (10)** years from January 1, 2023, where the Key Individual was responsible for the described role, with a comparable level of responsibility and complexity as proposed in A.1 - Respondent Team Composition, Structure and Governance, for at least two (2) years.

Evaluation Criteria	Rating Scale E-2: Capability and Key Individuals
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The experience presented in support of this criterion should collectively demonstrate the Key Individuals' experience and capability to:

1. Work in comparable project functions as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance;
2. Work at a comparable level of responsibility as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance; and,
3. Manage an organization or work unit of the scale and scope required for the Project, and as laid out in the response to A.1 - Respondent Team Composition, Structure and Governance.

C. Design Capability and Experience		Total Weighting for Section C = 15%	
C.1 Experience		Max Pages: 4 per project	
Submission Requirements			
<ol style="list-style-type: none"> 1. Using Form D-1 provided in Attachment 1 of Appendix C of this RFQ, submit up to five (5) comparable project examples demonstrating the experience of the Design Prime Member(s), with at least one (1) project example from each Design Prime Member. 2. All comparable projects presented must have been delivered by the Design Prime Member(s). 3. The design work must have been completed within the past ten (10) years from January 1, 2023. 4. All projects must be in construction or have completed construction. 5. All projects must have a minimum capital value of \$1 billion CAD. 6. All projects must be railway projects involving intercity or regional heavy rail passenger service. 7. The projects presented must have been delivered by the Design Prime Member(s) that assumed responsibility and liability for the provision of those services. 			
Evaluation Criteria			
Rating Scale E-1: Referenced Project Comparability		Rating Scale E-2 Capability and Key Individuals	
C.1.1 Comparability	Weighting: 4%	C.1.2 Capability	Weighting: 4%
<p>The project examples will be collectively evaluated on the degree to which the comparability of the Design Prime Member(s)' experience to the Project is demonstrated in the following aspects:</p> <ol style="list-style-type: none"> 1. Design of a railway project incorporating new and/or existing city access requirements in two or more cities; 		<p>The project examples will be collectively evaluated based on the degree to which the Design Prime Member(s)' capability is demonstrated in the following key design functions in the context of the Project:</p> <ol style="list-style-type: none"> 1. Leading the design program for a project from concept all the way through delivery and into operations; 	

<ol style="list-style-type: none"> 2. Design of new railway stations and major upgrades or expansions of existing railway stations; 3. Design of new railway maintenance and storage facilities to serve an intercity railway; 4. Design of a railway project involving consultation with relevant agencies and stakeholders to obtain the necessary regulatory, environmental and design approvals; 5. Development and implementation of robust safety or regulatory frameworks for new, enhanced or modified railway technologies, higher operating speeds than previously regulated, or new rolling stock fleets; 6. Design of a railway project spanning across multiple jurisdictions such as provinces, states or countries; 7. Design of a railway project with complex operational interfaces, such as interfaces with third party passenger and freight rail services or shared rights of way; 8. Design of a railway project that faced similar climate challenges as will be encountered throughout the year along the entirety of the Corridor; and 9. Design and assurance of a safety critical railway system. 	<ol style="list-style-type: none"> 2. Performance of market analysis, demand analysis, service planning, and network development; 3. Determination of alignment and associated consultation and planning processes; 4. Design development through an approach that: <ol style="list-style-type: none"> a. Included a systems engineering and assurance approach to verify and validate the project outcomes, stakeholder requirements and operational and passenger requirements; and, b. Was integrated across technical disciplines (including rolling stock, rail systems and construction experts where required) to minimize interface risk, ensure safety in design and facilitate a smooth transition into operation; 5. Design supported sustainable development goals, including reducing greenhouse gas emissions throughout the lifecycle; 6. Modelling and simulation of railway systems and operations informed design development; and 7. Design program included value engineering, quality management and whole-of-life cost consideration to deliver value for money in design and allowing for efficiencies in operations and maintenance.
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C.2 Approach	Max Pages: 10	Weighting: 5%
Submission Requirements		
<ol style="list-style-type: none"> 1. Describe the Respondent’s assessment of key opportunities and key challenges related to designing the Project to meet and exceed the Project Outcomes, and utilizing a collaborative, multi-disciplinary, design development approach. 2. Describe the Respondent’s approach to leverage lessons gained from the relevant project experience provided in the response to Section C.1 to maximize the key opportunities and mitigate the challenges during the Co-Development Phase, with specific reference to: <ul style="list-style-type: none"> • sequencing and coordinating work across disciplines to ensure an integrated design that minimizes interface risk; • adopting a systems engineering and assurance approach to ensure all project requirements and Project Outcomes are met; and • designing for the whole life-cycle, considering whole-of-life cost and developing design solutions that can accommodate scalability and future system growth needs (e.g., increase system capacity or potentially extend the network). 		
Evaluation Criteria		Rating Scale E-3: Approach

Elements presented in support of this criterion should collectively demonstrate:

1. A logical assessment of the key opportunities and key challenges in the design of the project in relation to the Project Outcomes;
2. How best practices and lessons gained from the Respondent’s project experience will be effectively leveraged during the Co-Development Phase to maximize the key opportunities and mitigate the key challenges identified by the Respondent, minimise risk, and assure achievement of the Project Outcomes: and
3. How the Respondent will ensure that its capabilities in multi-disciplinary design of railway projects will be effective, as part of a collaborative team, in delivering an integrated project designed for the whole lifecycle.

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C.3 Key Individuals	Max Pages: 3 per Key Individual	Weighting: 2%
Submission Requirements		
<ol style="list-style-type: none"> 1. Respondents should identify Key Individual(s) for each of the following functions and provide a cross-reference to the Key Individual in the organization chart(s) provided in response to Submission Requirement A.1 - Respondent Team Composition, Structure, and Governance: <ol style="list-style-type: none"> a. Design Lead (maximum of 1); b. Environmental Lead (maximum of 1). 2. Using Form D-2 provided in Attachment 1 of Appendix C of this RFQ, submit a maximum of three (3) projects for each of the above Key Individuals from within the past ten (10) years from January 1, 2023, where the Key Individual was responsible for the described role, with a comparable level of responsibility and complexity as proposed in A.1 - Respondent Team Composition, Structure and Governance, for at least two (2) years. 3. For any Key Individuals performing in an Engineering role, eligibility for registration to practice as professional engineer in Ontario or Quebec. 		
Evaluation Criteria		Rating Scale E-2: Capability and Key Individuals
<p>The experience presented in support of this criterion should collectively demonstrate the Key Individuals’ experience and capability to:</p> <ol style="list-style-type: none"> 1. Work in comparable project functions as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance; 2. Work at a comparable level of responsibility as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance; and, 3. Manage an organization or work unit of the scale and scope required for the Project, and as laid out in the response to A.1 - Respondent Team Composition, Structure and Governance. 		

D. Rail Operations, Commercial Management & Customer Service Delivery Experience		Total Weighting for Section D = 25%	
D.1 Experience		Max Pages: 4 per project	
Submission Requirements			
<ol style="list-style-type: none"> Using Form D-1 provided in Attachment 1 of Appendix C of this RFQ, submit up to five (5) comparable project examples within the past ten (10) years from January 1, 2023, demonstrating the Operations Prime Member(s)' experience in rail operations, commercial management of revenue and delivery of excellence in customer service, with at least one (1) project example from each Operations Prime Member. All comparable projects presented must have been delivered by the Operations Prime Member(s). The train services described in each project example must have involved the Operations Prime Member(s) assuming responsibility and liability for the provision of passenger service activities for the comparable project. Where subcontracts have been used, the Team Member must demonstrate how the arrangements were managed to retain the integrity and safety of passenger rail services. All comparable project examples must be passenger railway projects, meaning any project involving fixed guideway passenger service (intercity, commuter rail, heavy rail, light rail). At least one (1) comparable project example must have had a contract term of a minimum of seven (7) years with a minimum of three (3) years completed by January 1, 2023. The projects presented must have been delivered by the Operations Prime Member(s) that assumed responsibility and liability for the provision of those services. 			
Evaluation Criteria			
Rating Scale: E-1 Referenced Project Comparability		Rating Scale E-2: Capability and Key Individuals	
D.1.1 Comparability	Weighting: 8%	D.1.2 Capability	Weighting: 8%
<p>The project examples will be collectively evaluated on the degree to the comparability of the Operations Prime Member(s)' experience within the context of the Project in the following aspects:</p> <ol style="list-style-type: none"> Passenger train operations comprising at least 1.5 million train-kilometers per year, with projects demonstrating one or both of the following elements being deemed as more highly comparable: <ol style="list-style-type: none"> in a mixed traffic environment, where routes are shared with other passenger and/or freight operators; and/or on infrastructure controlled or owned by a third party, where access rights are required; 		<p>The project examples will be collectively evaluated based on the degree to which the Operations Prime Member(s)' capability is demonstrated for the following, within the context of the Project:</p> <ol style="list-style-type: none"> Effective participation as part of a multi-disciplinary collaborative team, influencing project specification and design based on: <ol style="list-style-type: none"> Market assessment: long term passenger demand forecasting modeling of transformational rail service options to evaluate market size, market demand and potential revenues; Definition of the passenger proposition and commercial business plan; and, 	

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<ol style="list-style-type: none"> 2. Commercial management, including marketing and farebox revenue management strategies to grow ridership and revenue and achieve cost optimization; 3. Delivery of customer service including management of passenger-facing activities relevant to train and station operations; 4. Planning and implementing the operation of a new or substantially upgraded railway; and 5. Management and implementation of safe rail working practices and procedures to ensure the safety of existing rail operations and maintenance, and where applicable during the construction, testing and commissioning of railway upgrades. 	<ol style="list-style-type: none"> c. Development of a timetable and an optimized operational plan to achieve a customer-centric, operationally robust and resource-efficient train service. 2. Experience of operating passenger rail services, dispatching and managing network operations, including resilience planning, incident management, maintenance activities, and lifecycle asset management and rehabilitation and evidenced achievement of positive outcomes for service delivery attributes, including: <ol style="list-style-type: none"> a. Cost efficiency; b. On-time performance (OTP); c. Service quality standards; d. Customer satisfaction; and e. Reliability, availability, maintainability and safety. 3. Effective commercial management of passenger rail services, including marketing, product design, network planning and revenue management strategies to maximize revenue and evidenced ridership growth.
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D.2 Approach	Max Pages: 15	Weighting: 7%
Submission Requirements		
<ol style="list-style-type: none"> 1. Describe the Respondent’s assessment of key opportunities and key challenges related to the operational, commercial management, and customer service delivery aspects of the Project Outcomes. 2. Describe the Respondent’s approach to leverage lessons gained from the relevant project experience provided in the response to Section D.1 to address the key opportunities and key challenges during the Co-Development Phase. 3. Describe the Respondent’s approach to leveraging its experience and capabilities in rail operations, commercial management, and customer service delivery, as part of a multi-disciplinary collaborative team, in influencing the project specification and design. 4. Describe the Respondent’s approach to managing and implementing reliable and safe rail working practices and procedures in advancing the Project. 		
Evaluation Criteria		Rating Scale E-3: Approach
<p>Elements presented in support of this criterion should collectively demonstrate:</p> <ol style="list-style-type: none"> 1. A logical assessment of key opportunities and challenges and how they are relevant to operational, commercial management, and customer service delivery aspects of the Project Outcomes; 		

2. A clear and logical approach to effectively leverage best practices and lessons gained from the Respondent's project experience during the Co-Development Phase to maximize the key opportunities and mitigate the key challenges identified by the Respondent, minimise risk, and assure achievement of the Project Outcomes;
3. A clear and logical approach to effectively leverage its capabilities in Rail Operations, Commercial Management & Customer Service Delivery, as part of a multi-disciplinary collaborative team, in influencing the project specification and design; and
4. A clear and logical approach to managing and implementing reliable and safe rail working practices and procedures.

D.3 Key Individuals	Max Pages: 3 per Key Individual	Weighting: 2%
Submission Requirements		
<ol style="list-style-type: none"> 1. Respondents should identify Key Individual(s) for each of the following functions and provide a cross-reference to the Key Individual in the organization chart(s) provided in response to Submission Requirement A.1 - Respondent Team Composition, Structure, and Governance: <ol style="list-style-type: none"> a. Project Operations Lead(s) (maximum of 3); b. Revenue Management & Network Planning Lead (maximum of 1). 2. Using Form D-2 provided in Attachment 1 of Appendix C of this RFQ, submit a maximum of three (3) projects for each of the above Key Individuals from within the past ten (10) years from January 1, 2023, where the Key Individual was responsible for the described role, with a comparable level of responsibility and complexity as proposed in A.1 - Respondent Team Composition, Structure and Governance, for at least two (2) years. 		
Evaluation Criteria		Rating Scale E-2: Capability and Key Individuals
<p>The experience presented in support of this criterion should collectively demonstrate the Key Individuals' experience and capability to:</p> <ol style="list-style-type: none"> 1. Work in comparable project functions as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance; 2. Work at a comparable level of responsibility as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance; and, 3. Manage an organization or work unit of the scale and scope required for the Project, and as laid out in the response to A.1 - Respondent Team Composition, Structure and Governance. 		

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E. Experience and Approach - Working with Indigenous Peoples		Total Weighting for Section E = 5%	
E.1 Experience and Approach		Max Pages: 10	Weighting: 3%
Submission Requirements			
Describe the Respondent's approach to:			
<ol style="list-style-type: none"> 1. Establishing meaningful relationships with Indigenous communities, organizations, and entities during project development, taking into consideration employment, socio-economic benefits, Indigenous knowledge, history and culture; 2. Ensuring the Respondent Team has access to the requisite knowledge, cultural competence, and experience to establish meaningful relationships with Indigenous communities, organizations, and entities; 3. Identifying and developing innovative solutions to advance Indigenous reconciliation through the Project; and 4. Leveraging lessons gained from past projects involving Indigenous consultation and engagement to advance the Project and to meet or exceed Project Outcomes. 			
Evaluation Criteria		Rating Scale E-3: Approach	
Elements presented in support of this criterion should collectively demonstrate:			
<ol style="list-style-type: none"> 1. A clear, comprehensive and sound approach to engagement with Indigenous communities, organizations, and entities to foster positive relationships and to develop the project in a manner that it effectively creates mutually beneficial socio-economic development opportunities and meet the Government of Canada objectives identified in Section 2 of the RFQ; 2. Relevant experience, cultural competence, and a sound approach for the application of lessons gained in relation to collaboration and consensus building with Indigenous peoples, to effectively advance the Project and meet or exceed Project Outcomes; and 3. The Respondent's demonstrated understanding of Canada's commitments to Indigenous reconciliation and the legal rights of Indigenous peoples. 			
E.2 Key Individuals		Max Pages: 3 per Key Individual	Weighting: 2%
Submission Requirements			
<ol style="list-style-type: none"> 1. Respondents should identify a Key Individual for the following function and provide a cross-reference to the Key Individual in the organization chart(s) provided in response to Submission Requirement A.1 - Respondent Team Composition, Structure, and Governance: <ol style="list-style-type: none"> a. Indigenous Engagement Lead (maximum of 1) 			

2. Using Form D-1 provided in Attachment 1 of Appendix C of this RFQ, submit a maximum of **three (3)** projects for the above Key Individual from within the past **ten (10)** years from January 1, 2023, where the Key Individual was responsible for the described role, with a comparable level of responsibility and complexity as proposed in A.1 - Respondent Team Composition, Structure and Governance, for at least two (2) years.

Evaluation Criteria	Rating Scale E-2: Capability and Key Individuals
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The experience presented in support of this criterion should collectively demonstrate the Key Individual’s experience and capability to:

1. Work in comparable project functions as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance;
2. Work at a comparable level of responsibility as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance;
3. Manage an organization or work unit of the scale and scope required for the Project, and as laid out in the response to A.1 - Respondent Team Composition, Structure and Governance; and,
4. Experience working with the Indigenous peoples of Canada in a comparable level of responsibility and with an appropriate level of cultural competence demonstrated by those experiences.

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PACKAGE 3: FINANCIAL CAPABILITY AND EXPERIENCE

F. Financial Capability and Experience	Total Weighting for Section F = 15%	
F.1 Financial Capacity	Max Pages: N/A	Weighting: 7%
Submission Requirements		
<p>For each Equity Member¹, Operations Prime Member, or Guarantor thereof, the Respondent should submit the following as an overview of recent financial performance and financial strength:</p> <ol style="list-style-type: none"> 1. The anticipated degree of participation of each Equity Member, expressed as a percentage of each Equity Member’s equity ownership in the Private Developer Partner and the Private Partner; 2. Audited annual financial statements (or unaudited annual financial statements if no audited financial statements exist) for the last three (3) fiscal years and copies of the quarterly financial statements (audited or unaudited) for each quarter since the date of the latest annual financial statements; 3. The latest interim financial statements (if available, or if not available, equivalent financial information, and only to the extent not covered by quarterly statements in the above); 4. Annual reports, if available, for the last three (3) fiscal years, including the management discussions and analyses, if any, or other comparable information if the annual reports or management discussions and analyses are not available (including information for impacts caused by the COVID-19 pandemic, if applicable); 5. Any explanatory notes on liquidity and free cash position, especially where there are significant restricted assets or obligations which may impact the financial position; 6. Details of any material off balance sheet financial arrangements currently in place; 7. Details of any bankruptcy, insolvency, company creditor arrangement or other major litigation in excess of \$50 million CAD, or other insolvency proceeding in the last three (3) fiscal years, plus the current year; 8. Fund performance report(s) (if applicable); 9. Public or private ratings reports, if available, for the last three (3) years; and 10. A letter from the chief financial officer or equivalent officer of the company or companies whose financial statements are being provided stating that there have been no material adverse changes since the date that the attached financial statements were last audited.² <p>In respect of the financial information referred to in items 1) to 10) above, the information should be for the applicable legal entity of the Team Member, and should not be consolidated with any entities except (a) for direct subsidiaries or (b) where the financial information of such Team Member is consolidated with its Guarantor.</p> <p>Each Guarantor should also provide a support letter from such Guarantor confirming its intention to fully guarantee the Project obligations of the relevant Equity Member or Operations Prime Member in respect of which the Guarantor is providing a guarantee, along with a current organizational chart clearly indicating the ownership structure, as the case may be, of the Equity Member or Operations Prime Member (including the Guarantor’s percentage ownership in the Equity Member or Operations Prime Member, where applicable), and the Guarantor’s ownership structure.</p>		

¹ Note to Respondents: refer to Section 4.1 of the main body of the RFQ for additional information regarding Equity Member designations.

² Note to Respondents: confirmations of no material adverse changes since the date of their Response are expected to be required by Proponents at launch of RFP and at Proposal submission, as well as during the Co-Development Phase and prior to the execution of the Project Agreement (in accordance with the provisions of the Pre-Development Agreement and Project Agreement).

Evaluation Criteria	Rating Scale E-4: Financial Capability
<p>The Response will be evaluated on the combined financial strength and financial capacity of the Equity Members, Operations Prime Members and their respective Guarantors, if any, to invest equity or provide a guarantee of the performance obligations, where applicable, for the Project, including:</p> <ol style="list-style-type: none"> 1. Demonstration of the capacity to make a total equity investment in the Project of at least \$3.0 billion CAD, based on the aggregate participation of the Equity Members; 2. Demonstrated ability to service current and long-term liabilities particularly cash flow generation relative to debt service obligations; 3. Demonstrated scale (as indicated by revenues, assets, tangible net worth, and other relevant financial metrics) and profitability to guarantee the performance of operations of the Project; 4. Level of robustness of the financial ratios furnished for the last three (3) fiscal years to assess the strength of the balance sheet, income statement and cashflows, with consideration to potential impacts caused by the COVID-19 pandemic; 5. The degree to which risks associated with any material event exist, such as a change of ownership, or the financing structures, or the organization, or a renewal or refinancing of the principal sources of financing or existing credit facilities, that could have an impact on the entity's financial resources; 6. Demonstrated financial flexibility and long-term viability to manage potential operating and revenue risks associated with the Project, as indicated by credit metrics including Debt/EBITDA, and interest coverage ratios; and 7. Equity Members, Operations Prime Members and their respective Guarantors, if any, have comparable or stronger credit rating(s) from S&P, Moody's, DBRS, and/or Fitch to industry standards, as applicable. <p>Should the Respondent have more than one Equity Member, the evaluation will take into consideration the anticipated degree of ownership interests of each such Equity Member in the Private Developer Partner and the Private Partner.</p>	

F.2 Financing Experience		Max Pages: 4 per Project		Weighting: 4%	
Submission Requirements					
<p>Using Form D-1 provided in Attachment 1 of Appendix C of this RFQ, submit up to five (5) project examples within the last ten (10) years from January 1, 2023 that demonstrate the ability of the Infrastructure Development Prime Member(s) to finance large and complex infrastructure projects, with at least one (1) project example from each Infrastructure Development Prime Member.</p> <p>In addition to the information required in Form D-1 in Attachment 1 of Appendix C of this RFQ, each project example should include the following at a minimum:</p> <ol style="list-style-type: none"> 1. Description of the project / asset including the nature of the contract with the granting authority; 2. Timeline of the project development and current stage of the project; 3. Role of the Infrastructure Development Prime Member in raising financing for the project; 4. Description of the financing highlighting key features including what types of instruments were used, capital structure, security, amortization, and recourse; 5. Description of the advantages, challenges and drawbacks of the chosen financing structure and the methods employed to address them if applicable; and 6. Lessons learned and applicability to the Project. 					
Evaluation Criteria					
Rating Scale: E-1 Referenced Project Comparability			Rating Scale E-2: Capability and Key Individuals		
F.2.1 Comparability		Weighting: 2%		F.2.2 Capability	
Weighting: 2%		Weighting: 2%			
<p>The project examples will be collectively evaluated based on the degree to which they demonstrate the comparability of the Respondent Team’s experience to the Project, in particular:</p> <ol style="list-style-type: none"> 1. Whether the project is a railway or linear project; 2. Whether the project includes both greenfield and brownfield components; 3. The complexity and size of the project and its financing profile; and 4. The assumed level of revenue and operating risk (partial or complete). <p>* Railway in this context means any project involving fixed guideway service (intercity, commuter rail, heavy rail, light rail, monorail). Examples of linear projects in this context are bridges, highways, transmission lines or pipelines.</p>			<p>The project examples will be collectively evaluated based on the degree to which the Respondent Team’s capability to finance the Project is demonstrated, in particular:</p> <ol style="list-style-type: none"> 1. The extent to which the structure of the referenced project demonstrates an ability to source optimal financing based on project characteristics and market constraints; 2. Experience in sourcing various types of financing (i.e. bank debt, bond debt, money markets debt, equity, etc.) and/or financing terms (debt tenors, security, amortization, and recourse); 3. Experience in raising financing/capital multiple times during a project (i.e. multiple financing stages in a project); and 4. Demonstrated understanding of the advantages, challenges and drawbacks of the chosen financing structure and the methods employed to address them. 		

F.3 Approach to Project and Financing Structure	Max Pages: 5	Weighting: 3%
Submission Requirements		
<p>Canada is currently evaluating various potential structures for delivery of the Project. The Respondent should provide a financing plan which outlines the Respondent's proposed approach to finance the Project, along with its rationale for such an approach, and based on the Respondent's assessment of what an optimal structure for the Project (including financing approach) could be.</p> <p>Such a plan should demonstrate an ability to achieve the following objectives, taking into consideration the Project Outcomes:</p> <ol style="list-style-type: none"> 1. Maximize private capital participation in the financing of the Project; 2. Transfer of revenue and operating risk to the Private Partner; and 3. Ensure alignment between the Private Partner and the Contracting Authority with respect to quality and level of service provided to the end user. <p>The plan should address the following elements:</p> <ol style="list-style-type: none"> 1. Main features of the contractual arrangement between the Private Partner and the Contracting Authority, including optimal concession length, financial risk allocation, public support (e.g. payments; guarantees); 2. Approach to raising debt and equity financing including identifying sources of capital, types of instruments to be used, main features of such instruments, potential constraints and any other considerations that can impact the ability to finance the Project; 3. Any mechanisms which relate to the transfer of revenue and operating risk between the Private Partner and the Contracting Authority during the Project's operating term. 4. Lessons gained from previous revenue transactions in respect of the above issues that can be applied to the Project, referencing the project examples submitted pursuant to the Respondent's submission under F.2 Financing Experience. 		
Evaluation Criteria		Rating Scale E-3: Approach
<p>The Response will be evaluated on the degree to which the Respondent demonstrates:</p> <ol style="list-style-type: none"> 1. A clear and logical approach to leveraging lessons gained from prior revenue risk transactions, in particular in the development of mitigation strategies for circumstances when forecasts do not materialize as planned; 2. A clear and logical strategy and approach to the financial aspects of the Project and the Project Outcomes ; 3. A clear and logical assessment of the main Project financial risks and a clear and logical approach to determining the appropriate allocation and mitigation strategies for such risks; 4. A clear and logical assessment of the various funding markets and financial instruments available to finance the Project; 5. A clear and logical approach to identifying and assessing viable financing alternatives and to structure a comprehensive financing plan for the Project; and 6. The Respondent's acceptance and management of revenue and operating risk. 		

F.4 Key Individuals	Max Pages: 3 per Key Individual	Weighting: 1%
Submission Requirements		
<p>1. Respondents should identify a Key Individual for the following function and provide a cross-reference to the Key Individual in the organization chart(s) provided in response to Submission Requirement A.1 - Respondent Team Composition, Structure, and Governance:</p> <ul style="list-style-type: none"> a. Project Financing Lead (maximum of 1). <p>2. Using Form D-2 provided in Attachment 1 of Appendix C of this RFQ, submit a maximum of three (3) projects for the above Key Individual from within the past ten (10) years from January 1, 2023, where the Key Individual was responsible for the described role, with a comparable level of responsibility and complexity, for at least two (2) years.</p>		
Evaluation Criteria		Rating Scale E-2: Capability and Key Individuals
<p>The experience presented in support of this criterion should collectively demonstrate the Key Individual's experience and capability to:</p> <ul style="list-style-type: none"> 1. Work in comparable project functions as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance; 2. Work at a comparable level of responsibility as proposed for the Key Individual for the Project, as identified in the response to A.1 - Respondent Team Composition, Structure and Governance; and 3. Manage an organization or work unit of the scale and scope required for the Project, and as laid out in the response to A.1 - Respondent Team Composition, Structure and Governance. 		

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ATTACHMENT 1 TO APPENDIX D – SUBMISSION FORMS

FORM D-1 - RESPONDENT TEAM EXPERIENCE

- (a) Project name.
- (b) Team Member(s) and, as applicable, Key Individuals who worked on the project example.
- (c) Location of project (City, Province/State, Country), setting, and climate challenges as compared to the yearly conditions along the Corridor (as required for C. Design Capability and Experience.).
- (d) Project description.
- (e) Total capital budget in Canadian dollars (original and final, including a brief description of any variance between the two, as required for B. Infrastructure Development Capability and Experience).
- (f) Project start date, duration, and years in Operation (if applicable).
- (g) Project substantial completion date (original and final, including a brief description of any variance between the two, as required for B. Infrastructure Development Capability and Experience).
- (h) Start and end date of the Team Member(s) engagement in the Project, and role of the Team Member(s) / services provided.
- (i) Status of the project (e.g., Construction, Operations).
- (j) Project delivery type (collaborative, D/B, DBFOM, DBFM, etc.) as requested in A.3 Experience Working Together and B. Infrastructure Development Capability and Experience, B.1 Experience.
- (k) Sponsor/client contact information including sponsor/client business and operating name, contact name, title, location, phone number and email address.
- (l) Any further information required to enable the evaluation of the Response in line with the evaluation criteria for this experience.

FORM D-2 – KEY INDIVIDUAL EXPERIENCE

- (a) Name of Key Individual, all professional designations and employing Respondent Team Member, or other organization.
- (b) For each past project:
 - i. Project name
 - ii. Project start date and duration
 - iii. Project description including type of project, location, and capital value (in Canadian dollars)
 - iv. Project delivery type/procurement model (e.g. conventional model, such as design-build or alternative delivery model such as P3, DBFOM, DBFM or DBOM)
 - v. Description of the Key Individual’s role and level of responsibility in the referenced project, demonstration of how this is similar to the Project roles and responsibilities proposed in section A.1, and the degree of success in their performance
 - vi. Sponsor/client contact information including sponsor/client business and operating name, contact name, title, location, phone number and email address
 - vii. Any further information that will assist in the evaluation of the Response in line with the evaluation criteria for this Key Individual

The official version of this document can be downloaded at <https://canadabuy.ca/en/tender-opportunities>

Appendix E – Applicable Scales For Rated Evaluation Criteria

1. Scoring Methodology

1.1 Scoring of RFQ Responses will be based on the following methodology:

- a) For each Rated Evaluation Criterion, the Response ratings will be converted into weighted scores using the following formula:

Weighted Score =	$\frac{\text{Criterion Awarded Rating}}{\text{Maximum Scale Rating}}$	X	Maximum points for the Evaluation Criterion
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- b) Total score for an RFQ Response will be the sum of weighted scores for all Rated Evaluation Criteria.
- c) For each Rated Evaluation Criterion, Respondents will be rated in accordance with the scales in Section 2 (only whole numbers are allowed, no partial points).

1.2 For the purposes of the scales below, individual strengths and weaknesses will be assessed based on their significance and potential impact.

- a) **Strength** means an aspect that demonstrates comparability or the capability to meet or exceed the requirements.
- b) **Weakness** means a failure to fully demonstrate comparability or a failure to demonstrate the capability to deliver a requirement.

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2. Rating Scales

Scale E-1: Referenced Project Comparability	
RATING	DESCRIPTION
5	Outstanding – The referenced projects collectively meet or exceed the expectations of comparability in all aspects required by the criterion, with no weaknesses or with strengths that far outweigh any weaknesses.
4	Good – The referenced projects are highly comparable to the Project, collectively meeting or exceeding the expectations of comparability in almost all aspects required by the criterion, with the strengths outweighing any weaknesses.
3	Relevant – The referenced projects are comparable to the Project, collectively meeting the expectations of comparability in most aspects required by the criterion, with a few weaknesses that are offset by strengths.
2	Moderately Relevant – The referenced projects are somewhat comparable to the Project, collectively meeting the expectations of comparability in some aspects required by the criterion, with weaknesses that are not offset by strengths.
1	Limited Relevance – The referenced projects are scarcely comparable to the Project, collectively meeting the expectation of comparability for few of the in aspects required by the criterion, with significant weaknesses.
0	Unacceptable – The referenced projects are not comparable in any aspect required by the criterion.

Scale E-2: Capability and Key Individuals	
RATING	DESCRIPTION
5	Exceptionally Addressed – The response meets or exceeds all of the criteria with no weaknesses, or with strengths that far outweigh any weaknesses. The Respondent’s demonstrated level of capability is excellent.
4	Fully Addressed – The response meets almost all of the criteria, and strengths outweigh any weaknesses. The Respondent’s demonstrated level of capability is very good.
3	Satisfactorily Addressed – The response meets most of the criteria with few weaknesses that are offset by strengths or that have an insignificant impact on capability. The Respondent’s demonstrated capability is good.
2	Moderately Addressed – The response does not meet most of the criteria due to a moderate level of weaknesses, which are not offset by strengths, and impact capability. The Respondent has demonstrated some level of capability.
1	Poorly Addressed – The response fails to meet the criteria due to significant weaknesses, which are not offset by strengths, and have a significant negative impact on capability. The Respondent has demonstrated limited capability.
0	Not Addressed – No response provided or the response does not address the RFQ requirement.

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Scale E-3: Approach	
RATING	DESCRIPTION
5	Exceptionally Addressed – The response meets or exceeds all of the criteria with no weaknesses, or with strengths that far outweigh any weaknesses. The Respondent demonstrates an approach that is highly relevant to the Project.
4	Fully Addressed – The response meets almost all of the criteria, and strengths outweigh any weaknesses. The Respondent demonstrates an approach that is very relevant to the Project.
3	Satisfactorily Addressed – The response meets most of the criteria with few weaknesses that are offset by strengths or that have an insignificant impact on the approach. The Respondent demonstrates an approach that is relevant to the Project.
2	Moderately Addressed – The response does not meet most of the criteria due to a moderate level of weaknesses, which are not offset by strengths, and impact the approach. The Respondent demonstrates an approach with some relevance to the Project.
1	Poorly Addressed – The response fails to meet the criteria due to significant weaknesses, which are not offset by strengths, and have a significant negative impact on the approach. The Respondent demonstrates an approach of little relevance to the Project.
0	Not Addressed – No response provided or the response does not address the RFQ requirement.

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Scale E-4: Financial Capacity	
RATING	DESCRIPTION
5	Fully Addressed – The financial capacity, liquidity and stability of the proposed Team Members are very strong and pose no risk or concern with respect to the performance of the Respondent’s obligations under the Project.
3	Addressed – The financial capacity, liquidity and stability of the proposed Team Members are acceptable and pose no significant risk or concern with respect to the performance of the Respondent’s obligations under the Project.
1	Poorly Addressed – The financial capacity, liquidity and stability of the proposed Team Members pose significant risks or concerns with respect to the performance of the Respondent’s obligations under the Project.
0	Not Addressed – No response provided or the response does not address the RFQ requirement.

The official version of this document can be downloaded at <https://canadabuy.ca/en/tender-opportunities>

Appendix F – Enquiry Form

Request for Qualifications - High Frequency Rail Project

Name of enquirer	
Date of Enquiry	

Commercially Confidential Enquiry	<input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please provide supporting rationale:
-----------------------------------	--

Subject of the Enquiry	
Specify whether Enquiry relates to a specific section of the RFQ or to another document or matter.	
RFQ Section	
Other	

Enquiry (only one subject per Enquiry Form)

The official version of this document can be downloaded at
<https://canadabuy.ca/en/tender-opportunities>

Appendix G – Phased Response Compliance Process (PRCP)

1. General

- 1.1. The Procurement Authority will conduct the PRCP described below for this requirement. Notwithstanding any review of a Response by the Procurement Authority in accordance with the PRCP, Respondents are and will remain solely responsible for the accuracy, consistency and completeness of their Responses and the Procurement Authority does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Responses or in responses by a Respondent to any communication from the Procurement Authority. The Respondent acknowledges that the review of a Response pursuant to the PRCP does not preclude a finding by the Evaluation Committee or the Procurement Authority that the Response is non-responsive pursuant to the RFQ, even for mandatory requirements which were subject to review pursuant to the PRCP. The Respondent also acknowledges that its response to a CAR (as defined below) may not be successful in rendering its Response responsive to the mandatory requirements that are the subject of the CAR, and may render its Response non-responsive to other mandatory requirements.
- 1.2. The PRCP does not limit the Procurement Authority's right to request or accept any information during the RFQ period or after the Submission Deadline in circumstances where the RFQ expressly provides for this right.
- 1.3. The Procurement Authority will send any CAR by any method the Procurement Authority chooses, in its absolute discretion. The Respondent must submit its response by the method stipulated in the CAR. Responses are deemed to be received by the Procurement Authority at the date and time they are delivered to the Procurement Authority by the method and at the address specified in the CAR. An email response permitted by the CAR is deemed received by the Procurement Authority on the date and time it is received in the Procurement Authority's email inbox at the Procurement Authority's email address specified in the CAR. A CAR sent by the Procurement Authority to the Respondent at any address provided by the Respondent in or pursuant to the Response is deemed received by the Respondent on the date it is sent by the Procurement Authority. The Procurement Authority is not responsible for late receipt by the Procurement Authority of a response, however caused.

2. Process

- 2.1. After the Submission Deadline, the Procurement Authority will review Package 2: "Technical Capability and Experience" ("**Package 2**") to determine if Package 2 includes all information required by the RFQ. The Procurement Authority's review of Package 2 in Phase I will be limited to identifying whether any information that is required under the RFQ to be included in Package 2 is missing from the Response. This review will not assess whether Package 2 meets any standard or is responsive to all RFQ requirements.
- 2.2. Concurrently, the Procurement Authority will examine the Response to determine whether it includes Package 3: "Financial Capability and Experience" ("**Package 3**") and whether Package 3 includes all information required by the RFQ. The Procurement Authority's review of Package 3 in Phase I will be limited to identifying whether any information that is required under the RFQ to be included in Package 3 is missing from the Response. This review will not assess whether Package 3 meets any standard or is responsive to all RFQ requirements.
- 2.3. The review will be performed by the Procurement Authority.
- 2.4. If the Procurement Authority determines, in its absolute discretion that there is no Package 2 or Package 3, or that Package 2 or Package 3 is missing all of the information required by

the RFQ to be included in the Response, then the Response will be considered non-responsive and will be given no further consideration.

- 2.5. For Responses other than (i) those described in Section 2.4 of Appendix G – Phased Response Compliance Process (PRCP) and (ii) those that have been found responsive to the requirements reviewed at Phase I, the Procurement Authority will send a written notice to the Respondent (a “**Compliance Assessment Report**” or “**CAR**”) identifying where Package 2 or Package 3 is missing information.
- 2.6. A Respondent shall have the period specified in the CAR (the “**Remedy Period**”) to remedy the failure to meet any requirements of the RFQ identified in the CAR (the “**CAR Requirements**”) by providing to the Procurement Authority in writing additional or different information or clarification required to meet the CAR Requirements. Responses received after the end of the Remedy Period will not be considered by the Procurement Authority, except in circumstances and on terms expressly provided for in the CAR.
- 2.7. The Respondent’s response to the CAR must address only the information listed in the CAR as not having been included in Package 2 or Package 3, and must include only such information as is necessary to meet the CAR Requirements. Any additional information provided by the Respondent which is not necessary to achieve such compliance will not be considered by the Procurement Authority, except that, in those instances where such a response will necessarily result in a consequential change to other parts of the Response, the Respondent shall identify such additional changes.
- 2.8. The Respondent’s response to the CAR should identify in each case the CAR Requirement to which it is responding, including identifying the corresponding section of the original Response, the wording of the proposed change to that section, and the wording and location in the Response of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Respondent must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the CAR Requirement. It is not up to the Procurement Authority to revise the Respondent’s Response, and failure of the Respondent to do so in accordance with this subparagraph is at the Respondent’s own risk. All submitted information must comply with the requirements of this RFQ.
- 2.9. Any changes to the Response submitted by the Respondent other than as permitted in this RFQ, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this RFQ in response to the CAR will replace, in full, only that part of the original Response as is permitted in Section 2 of Appendix G – Phased Response Compliance Process (PRCP).
- 2.10. Additional or different information submitted as permitted by Section 2 of Appendix G – Phased Response Compliance Process (PRCP) will be considered as included in the Response, and will be considered by Canada in the evaluation of the Response, but will not serve to increase or decrease any score that the original Response would achieve without the benefit of such additional or different information.
- 2.11. The Procurement Authority will determine whether the Response is responsive to the CAR Requirements, considering such additional or different information or clarification as may have been provided by the Respondent in accordance with Section 2 of Appendix G – Phased Response Compliance Process (PRCP). If the Response is not found responsive to the CAR Requirements to the satisfaction of the Procurement Authority, then the Response shall be considered non-responsive and will not be further evaluated.

3. **Evaluation of the Response**

Following completion of the PRCP, the Procurement Authority will complete the evaluation of all Responses found responsive in accordance with the provisions of the RFQ.

4. Scope of the PRCP

4.1. Mandatory Submission Requirements

- 4.1.1. The Phased Response Compliance Process (PRCP) will apply to all mandatory submission requirements listed in Appendix D – Response Requirements and Evaluation Criteria.
- 4.1.2. The mandatory submission requirements that will be assessed as part of the Response evaluation are listed in Appendix D – Response Requirements and Evaluation Criteria. Respondents are required to address clearly and in sufficient details all mandatory submission requirements against which their Responses will be assessed.
- 4.1.3. Each Response will be reviewed to determine whether it meets the mandatory submission requirements of the RFQ. Any element of the RFQ identified with the words “must” is a mandatory submission requirement. Subject to the PRCP, Response elements that do not comply with the corresponding mandatory submission requirement will not be evaluated under the point-rated criteria.
- 4.1.4. Claims in a Response that a future upgrade or release of any software included in the Response will meet the mandatory requirements of the RFQ, where the upgrade or release is not available by the Submission Deadline, will not be considered.

4.2. Point-rated Criteria:

- 4.2.1. The point-rated criteria that will be evaluated as part of the bid evaluation are listed in Appendix D – Response Requirements and Evaluation Criteria. Subject to the Phased Response Compliance Process (PRCP), a Respondent must obtain all the minimum scores outlined in Table 1 – Rated Evaluation Criteria Weighting, in addition to a minimum of 60% of the total score for the technical evaluation criteria stipulated in Appendix D – Response Requirements and Evaluation Criteria which are subject to point rating.
- 4.2.2. Each Response will be rated by assigning a score to the rated requirements, which are identified in the RFQ by the word “rated” or by reference to a score. Respondents who fail to submit complete Responses with all the information requested by this RFQ will be rated accordingly. The point-rated criteria are described in Appendix D – Response Requirements and Evaluation Criteria.

Appendix H – Administrative Checklist

Section Reference		Submitted?
Package 1 - Forms and Certifications - Appendix C – Forms and Certifications (Package 1), to the RFQ Electronic copy as per Section 5.5.1.1 of the main body of the RFQ		
Form C-1 – Master RFQ Submission Form	Master RFQ Submission Form	Yes / No
Form C-2 – Team Member Consent Declaration	Team Member Consent Declaration	Yes / No
Form C-3 – Respondent Team Members	Respondent Team Members	Yes / No
Form C-4 – Integrity Verification Forms	Directors of the Respondent Team	Yes / No
Form C-5 – Respondent Key Individuals	Respondent Key Individuals	Yes / No
Form C-6 – Confidentiality Undertaking	Confidentiality Undertaking	Yes / No
Package 2 – Technical Capability and Experience – Appendix D – Response Requirements and Evaluation Criteria, to the RFQ Electronic copy as per Section 5.5.1.2 of the main body of the RFQ		
Section A: Respondent Team Composition, Structure, Governance and Experience	A.1 Respondent Team Composition, Structure, and Governance	Yes / No
	A.2 Overall Approach	Yes / No
	A.3 Approach to Indigenous Engagement	Yes / No
	A.4 Experience Working Together	Yes / No
Section B: Infrastructure Development Capability and Experience	B.1 Experience	Yes / No
	B.2 Approach	Yes / No
	B.3 Key Individuals	Yes / No
Section C: Railway Design Capability and Experience	C.1 Experience	Yes / No
	C.2 Approach	Yes / No
	C.3 Key Individuals	Yes / No
Section D: Rail Operations, Commercial Management & Customer Service Delivery Experience	D.1 Experience	Yes / No
	D.2 Approach	Yes / No

Section Reference		Submitted?
	D.3 Key Individuals	Yes / No
Section E: Experience and Approach – Working with Indigenous Peoples	E.1 Experience and Approach	Yes / No
	E.2 Key Individuals	Yes / No
Package 3 – Financial Capability and Experience – Appendix D – Response Requirements and Evaluation Criteria, to the RFQ Electronic copy as per Section 5.5.1.3 of the main body of the RFQ		
Section F: Financial Capability and Experience Submission Requirements	F.1 Financial Capacity	Yes / No
	F.2 Financing Experience	Yes / No
	F.3 Approach to Project and Financing Structure	Yes / No
	F.4 Key Individuals	Yes / No

Appendix I – RFQ Security Guide

1. Definitions

In this Appendix I – RFQ Security Guide, in addition to the terms defined elsewhere in this RFQ:

Company Security Officer or **CSO** means the individual appointed to be the sole point of contact of an organization with respect to all security matters for that organization, responsible for management of the Security Verifications for that organization, including the reporting of security incidents, the whole in accordance with requirements specified by the Program;

Contract Security Manual means the Public Services and Procurement Canada Contract Security Program's Contract Security Manual, which details the requirements that private sector organizations must follow for safeguarding government information and assets provided to, or produced by, organizations awarded a Government of Canada contract with security requirements and available at <https://www.tpsgc-pwgsc.gc.ca/esc-src/msc-csm/index-eng.html>;

Document Safeguarding Capability or **DSC** means an organizational capability obtained following an approved inspection process which allows a Canadian organization to store Sensitive Information and assets at their own site;

Designated Organization Screening or **DOS** means an organizational security screening performed on a Canadian entity that permits the organization to obtain contracts and documents/information which are designated at the *Protected* level;

Equivalent means, an equivalent security requirement, as approved by the Government of Canada on a case by case basis and at its sole and absolute discretion (potentially taking into consideration, where applicable, the result of a FOCl Evaluation), and confirmed by the Procurement Authority.

Facility Security Clearance or **FSC** means an organizational security screening that permits the organization to obtain contracts and documents/information which are designated at the *Classified* level;

Key Senior Official or **KSO** is an individual owner as well as any officer, director (of the board), executive and/or partner occupying a position of control or influence over an organization;

Program refers to Transport Canada's Security in Contracts and Other Arrangements Program;

Reliability Status means a personnel security status that is required before a Resource can gain access to *Protected A or B* information, assets or sensitive sites;

Resource means any individual who is expected to access Sensitive Information;

Secret Clearance means a personnel security clearance that is required before a Resource can gain access to *Classified* information, assets or sensitive sites up to the level of *Secret*;

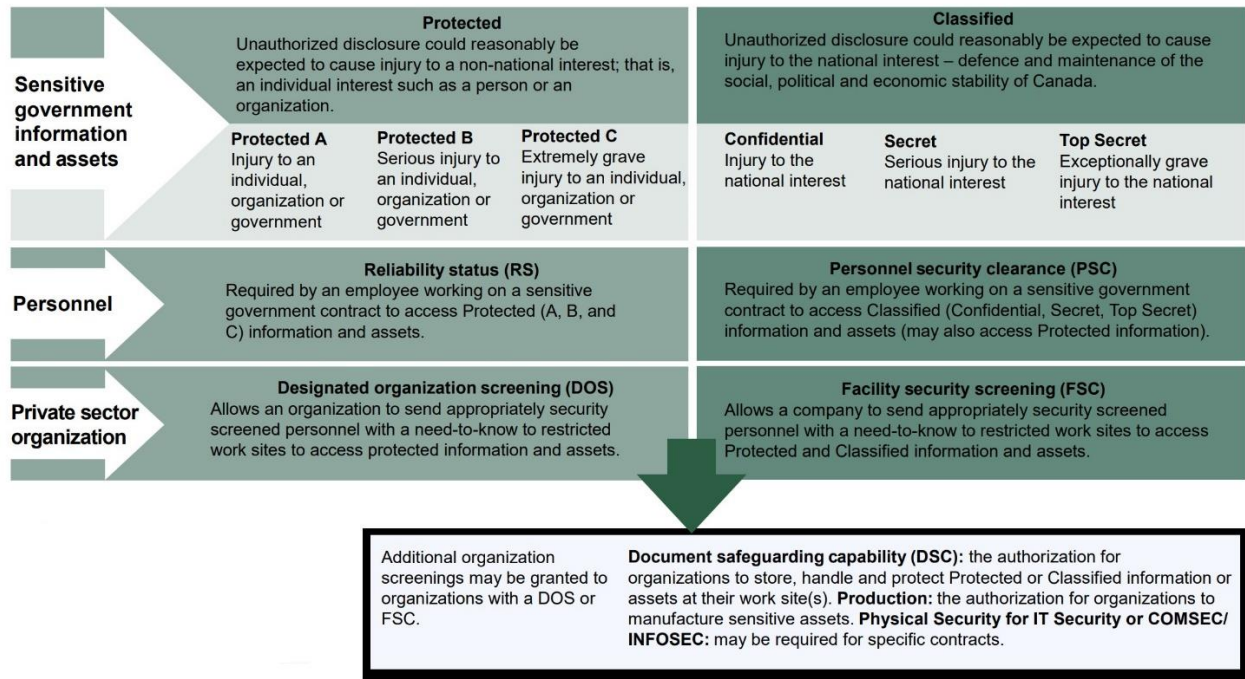
Security Conditions means the requirements to be met before being provided access to Sensitive Information;

Security Verification means the verification process used to determine whether the organization meets the identified Security Conditions for the Resources that will access Sensitive Information, the locations that will safeguard Sensitive Information, and information technology systems that will store and transmit Sensitive Information; and

Sensitive Information means information identified as COMMERCIAL IN CONFIDENCE, PROTECTED or CLASSIFIED (up to and including the *Secret* level) by the Government of Canada.

2. Government of Canada Security Screenings

The following figure is a general explanation of the Government of Canada's security screening requirements for PROTECTED and CLASSIFIED level information and assets.



3. FOCI Evaluation

Canada reserves the right to perform a FOCI Evaluation on any Respondent, Team Member or Representative thereof at any stage during the Procurement Process. If pursuant to such FOCI Evaluation the Procurement Authority determines, in its sole discretion, that the participation of any Respondent, Team Member or any of their Representatives constitutes an unacceptable security risk to Canada, the Respondent Team Member, or Representative, as applicable, will be excluded from the Procurement Process, provided that where a Team Member or Representative is excluded, the Procurement Authority may provide the relevant Respondent with an opportunity to replace such Team Member or Representative on terms satisfactory to the Procurement Authority.

4. Security Conditions for RFQ

No Security Conditions need to be met in order to participate in the RFQ.

5. Security Conditions for RFP Data Room Access

Pursuant to the RFP, the Procurement Authority will make available to Proponents an electronic data room wherein information concerning the Project will be set forth.

During the RFP, it is anticipated that the electronic data room will contain unclassified information, unprotected information, and Sensitive Information. Access to the Sensitive Information contained in the electronic data room will be provided only to Proponents (including their Team Members and Resources) that have satisfied the applicable Security Conditions.

The following are the Security Conditions that are expected in order to access Sensitive Information pursuant to the RFP and which Respondents, and their Team Members, are encouraged to address by the Submission Deadline.

- As a first step, each organization should submit the list of team member organizations and their address. The Program will verify whether the organization holds existing and valid security clearance in Canada or in a country with which the Government of Canada has a bilateral security instrument. Organizations holding an existing and valid security clearance may be exempted from submitting certain information otherwise required by the Security Verifications;
- Each organization should submit the list of names and addresses of their Resources that may require access to Sensitive Information. The Program will verify whether their Resources hold existing and valid security clearance in Canada or in a country with which the Government of Canada has a bilateral security instrument. Resources holding an existing and valid security clearance may be exempted from submitting certain information otherwise required by the Security Verifications. The list of Resources may be updated over time prior to and during the RFP stage;
- A Company Security Officer must be appointed pursuant to Annex A to this Appendix I – RFQ Security Guide by each organization requiring access to Sensitive Information;
- An Attestation Form, set forth in Schedule 1, Annex A to this Appendix I – RFQ Security Guide, must be completed and signed by each organization and its CSO;
- A Background Verification Form, set forth in Schedule 1, Annex B to Appendix I – RFQ Security Guide must be completed for each Resource that will require access to the Sensitive Information in the data room. A copy of the documentation required by the Background Verification Form must be submitted to the Program for validation. Accepted alternatives are identified in Schedule 1 to this Appendix I – RFQ Security Guide;
- A Physical Security Capability Minimum Requirements Checklist, set forth in Schedule 1, Annex C to Appendix I – RFQ Security Guide, must be completed for each location where Sensitive Information in the data room will be accessed. A copy of the documentation required by the Physical Security Capability Minimum Requirements Checklist must be submitted to the Program for validation. Accepted alternatives are identified in Schedule 1 to this Appendix I – RFQ Security Guide;
- All Resources that will work on Sensitive Information must work out of a site that has successfully completed the Physical Security Capability Minimum Requirements Checklist; and
- An Information Technology (IT) Security Minimum Requirements Capability Checklist, set forth in Schedule 1, Annex D to Appendix I – RFQ Security Guide, must be completed for each location where the Sensitive Information will be accessed, stored or processed by an organizational information technology device. A copy of the documentation required by the Information Technology (IT) Security Minimum Requirements Capability Checklist must be submitted to the Program for validation. Accepted alternatives are identified in Schedule 1 to this Appendix I – RFQ Security Guide. Only devices issued by a Resource’s organization, who has successfully completed the Information Technology (IT) Security Minimum Requirements Capability Checklist may be utilized to store and transmit Sensitive Information.

Instructions for the CSO, copies of the identified checklists, and accepted alternatives are set forth in Schedule 1 to this Appendix I – RFQ Security Guide.

Questions regarding the Security Verification process should be addressed to the Program by sending an email to securitylist-listesecurite@tc.gc.ca.

6. Security Requirements for Pre-Development Agreement

The RFP and the Pre-Development Agreement will detail the security requirements which apply to each Proponent's Team Members and to the entity established to be the Private Developer Partner and its Team Members for the Co-Development Phase. Security screenings are expected to follow a phased approach.

As a first phase, initiated during the RFP stage and pursuant to a procedure set forth therein, Proponents and their Team Members are expected to:

- Be required to obtain DOS or Equivalent; and
- Be subject to a FOCI Evaluation.

Subsequently, Proponents and their Team Members are to submit the required information to enable screenings for the security requirements that will apply to the Private Developer Partner and its Team Members, which are expected to include but are not limited to the following:

- Facility Site Clearance (FSC) at *Secret* or Equivalent;
- Document Safeguarding Capability (DSC) up to *Secret* or Equivalent;
- IT Written Approval at *Protected B* or Equivalent; and
- Personnel security screening of Reliability Status or Equivalent where required, with a select number of designated Resources requiring Secret Clearance or Equivalent.

The RFP and the Pre-Development Agreement will detail any security requirements which apply to the Private Developer Partner's sub-contractors, if any, during the Co-Development Phase.

Questions regarding security requirements for Pre-Development Agreement should be addressed to the Procurement Authority by way of an Enquiry.

7. Security Requirements at Project Agreement Execution

The RFP, Pre-Development Agreement and Project Agreement will detail the security requirements which will apply to the Private Partner for the Execution Phase. These are expected to include but are not limited to:

- Facility Site Clearance (FSC) at *Secret* or Equivalent;
- A FOCI Evaluation;
- Document Safeguarding Capability (DSC) up to *Secret* or Equivalent;
- IT Written Approval at *Protected B* or Equivalent; and
- Where required, personnel security screening at Reliability Status or Equivalent, with a select number of designated Resources requiring Secret Clearance or Equivalent.

The RFP, Pre-Development Agreement and Project Agreement will detail the security requirements which will apply to the Private Partner's sub-contractors during the Execution Phase.

Questions regarding security requirements for Project Agreement should be addressed to the Procurement Authority by way of an Enquiry.

8. International Bilateral Security Instruments

The Government of Canada has international bilateral security instruments in place with the countries listed below to help Canadian industry's access to international contracts requiring access to *Protected* or *Classified* information and assets. These international security instruments operate on a reciprocal basis, helping international organizations access Canadian government contracts. The Government of Canada

works with the governments of the countries listed below to validate security clearances held or initiate security clearances for international organizations and Resources:

- Australia
- Belgium
- Brazil
- Bulgaria
- Chile
- Denmark
- Finland
- France
- Germany
- Israel
- Italy
- Latvia
- Netherlands
- New Zealand
- Norway
- Singapore
- South Africa
- Spain
- Sweden
- Switzerland
- United Kingdom
- United States

When the Government of Canada works with the governments of the countries listed above to validate security clearances held or initiate security screenings for international organizations and Resources, the process can be lengthy, and may take 1 year or longer.

More information on international bilateral security instruments is available in the Contract Security Manual, available here: <https://www.tpsgc-pwgsc.gc.ca/esc-src/msc-csm/chap9-eng.html#s92>.

The above list may also be helpful to organizations for their selection of a CSO. The CSOs will be required to provide 10 years of background information for residence and employment.

Questions regarding security screenings for international organizations or their Resources should be addressed to the Procurement Authority by way of an Enquiry.

9. General Information about Security Screenings

It is recommended that potential Respondents visit the Public Services and Procurement Canada Contract Security Program's Contract Security Manual website at <https://www.tpsgc-pwgsc.gc.ca/esc-src/msc-csm/index-eng.html> which provides general information about security screenings.

Schedule 1– RFP Security Conditions Instructions

1. Introduction

This Schedule 1 provides additional guidance regarding the required Security Conditions to be met before being given access to Sensitive Information pursuant to the RFP.

2. Contact Information for the Program

For further information on the instructions contained within this Schedule 1, communicate by email to the Program at: securitylist-listesecurite@tc.gc.ca.

The Program's security officers can arrange a virtual meeting on the Microsoft Teams platform to answer questions about these instructions.

3. Instructions

The instructions contained below identify the roles and responsibilities of the Key Senior Official(s) (KSO(s)) and the Company Security Officer (CSO).

1. The organization should review the content of Appendix I to understand their responsibilities regarding the identified Security Conditions.
2. The organization must appoint a Company Security Officer (CSO). The CSO will be responsible for the management of the Security Conditions and will be the sole point of contact for Canada in all Security Condition matters. The Program will provide CSOs with guidelines that outline their roles and responsibilities once identified by their respective organizations.

The organization should appoint an individual that will be responsible for collecting documentation to complete the checklist. It is preferred for the CSO to have some existing security knowledge (e.g., physical security, Information Technology (IT) security) to ensure familiarity with the nature of these instructions.

The organization's KSO(s) is to complete and sign the Attestation form in Annex A. The completed signed form must be returned to securitylist-listesecurite@tc.gc.ca for signature and file keeping. The final signed copy will be returned to the organization.

3. The CSO must complete the form/checklists at Annexes B, C and D for its organization and such organization's Resources that will require access to view Sensitive Information in the data room, and to those that will be required to save, manipulate, or transfer the Sensitive Information in the data room to other Resources. All Resources that will require access to this information must complete a background check before accessing the information. The form/checklists must be completed in their entirety.

When completing a form/checklist, the CSO must:

- complete the biographical information;
- review the description of each item in the first column titled "Description of Check"; and
- provide the required documentation as described.

The CSO will be accountable to verify all collected information and to attest that they were verified and met the criteria's listed in the form/checklists.

The CSO is to complete the fields in the “CSO Verified Check” column with a Yes/Check mark if they locate the requested documentation and attest that they meet the criterion, and a No/X mark if they cannot locate the requested documentation or if it cannot meet the criterion.

The CSO can add their comments in the “CSO Comments” field to provide further context to the Program if an organization or its Resource either does not have the required information, does not meet the requirement, or has adverse information e.g., unpardoned criminal record.

If the CSO is not able to locate related documentation (either the organization or the Resource information), they are to communicate with the Program to identify an alternate solution. In the case of missing documentation in Annex B, C and D, the organizations will be required to show how they meet the missing requirement by providing a written explanation for how they meet the requirement.

Once completed, the form/checklists and the required associated documents listed below must be submitted by email to the Program. Due to existing email size limitations, attachments may need to be split over several emails. In such instances, the CSO should indicate in the email the total number of files that need to be transmitted and the total of files submitted in the split.

The below sections include a description for each form/checklist, specific actions to be completed by the CSO/Program, and accepted alternatives to the checklists.

A. Background Verification Form at Annex B:

This form is used to attest the trustworthiness of the Resources that will access Sensitive Information. The Resources must be made aware that their organization is subject to security requirements and has provided confidentiality undertakings to the Procurement Authority.

The CSO is to reach out to each Resource and request that they provide proof of the required checks through official documentation (e.g., updated criminal record check) and submit them to the CSO for verification. The CSO is to put an X mark and add comments for any check where adverse information is uncovered.

Organizations must complete a Background Verification Form for all Resources that will require access to Sensitive Information, including for all privilege users that have access to team's systems and Resource devices. This privilege access includes the ability to change key system configuration settings, the ability to change or circumvent security controls, access to audit and security monitoring information, access to data, files and accounts used by other users, including backups and media; and access to troubleshoot a system.

Resources that will require access to Sensitive Information must provide their consent prior to providing personal information in adherence with local privacy laws. Refusal to provide access to personal information to support the validation of background verifications will result in the Resource not being provided access to Sensitive Information. A copy of the Resource's criminal record results must be submitted to the Program to support risk acceptance.

The CSO must only submit the form and the criminal record check to the Program for review. If the entire report cannot be provided, a copy of the first page stating that “no criminality detected” will be accepted.

The Program will review the submitted form and record. The Program will confirm whether there is adverse information. If there is adverse information, the Program will conduct an assessment on the Resource. Depending on the result of this assessment, they may accept or refuse to provide the Resource with access to Sensitive Information.

Resource information transmitted to the Program should be encrypted using Microsoft's built-in Encrypting File System (EFS) and assigned a randomly generated 12-character password. This will protect the Resource's private information during transmission via email to the Program.

Approved alternatives to the completion of this form include an existing and valid security clearance or equivalent with the federal government of the Resource's country of origin. This country of origin must be a country which Canada has negotiated a bilateral security instrument (<https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html#s9>).

B. Physical Security Capability Minimum Requirements Checklist at Annex C:

This checklist is used to attest that the site(s) where Sensitive Information will be accessed and physically stored meets the Government of Canada physical security safeguarding requirements. All documents identified in the checklist must be submitted to the Program for review.

All Resources that will work on Sensitive Information must work out of a site that has successfully completed the Physical Security Capability Minimum Requirements Checklist.

Approved alternatives to the completion of this checklist include an existing and valid document safeguarding capability inspection or equivalent completed by the organization's government in their country of origin or completed by another government. The government must belong in a country which Canada has negotiated a bilateral security instrument (<https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html#s9>).

C. IT Security Capability Checklist at Annex D:

This checklist is used to attest that the devices and systems that are used to store and access Sensitive Information meet the Government of Canada's information technology security safeguarding requirements. All documents identified in the checklist must be submitted to the Program for review.

In no instances will the use of a personal devices be authorized to store and process Sensitive Information. Resources must access Sensitive Information using a corporate device that is authorized for use through this verification process.

Approved alternatives to the completion of this checklist include:

- an existing and valid ISO/IEC 27001 and related standards Information security management (<https://www.iso.org/isoiec-27001-information-security.html>) accreditation; or
 - an existing and valid IT security inspection completed by the organization's government in their country of origin. The country of origin must be a country which Canada has negotiated a bilateral security instrument (<https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html#s9>).
4. The Program will review the checklists and contact the CSO if there are any concerns that need to be resolved (consult the checklist description above for examples of potential issues).
 5. Once all the checklists are validated, a Program security officer will add their signature to the checklist, provide a copy to the CSO, and inform the Procurement Authority.

Annex A

ATTESTATION FORM

TO:

Security in Contracts and Other Arrangements Program
Departmental Security
Transport Canada
securitylist-listesecurite@tc.gc.ca

RESPONDENT NAME: _____

PART I

APPOINTMENT OF CONTRACT SECURITY OFFICER (CSO)

I, _____, _____ of
(Key Senior Official) (Title)
_____ hereby appoint, the following individual, as our
(Respondent Team Member – Legal Name of Organization)

Contract Security Officer _____
(Full Name of Appointee)

Dated at _____ the _____ day of _____ 20____.

(Signature of Key Senior Official)

PART II

ATTESTATION OF COMPLIANCE BY CSO

I, _____, appointed as Contract Security Officer,
(Full Name of Appointee)

employee of: _____, attest that I understand
(Respondent Team Member – Legal Name of Organization)

and hereby accept the responsibilities of Contract Security Officer for the High Frequency Rail Project's Procurement Process.

(Signature of Contract Security Officer)

(E-mail address)

GOVERNMENT USE ONLY

Approved by: _____

Date: _____

(Signature of Transport Canada Security Officer)

The official version of this document can be downloaded at
<https://canadabuy.ca/en/tender-opportunities>

Annex B

BACKGROUND VERIFICATION FORM

RESPONDENT NAME:		
RESPONDENT TEAM MEMBER – LEGAL NAME OF ORGANIZATION:		
SURNAME (LAST NAME):		
FULL GIVEN NAMES:		
ALL OTHER NAMES USED (ALIASES):		
DATE OF BIRTH (DD/MM/YYYY):		
CITIZENSHIP(S):		
Enter an 'X' in the CSO Verified Check column below to indicate the checks were conducted.		
Description of Check	CSO Verified Check	CSO Comments
A. IDENTITY CHECK Confirm that you have verified two valid original pieces of ID that positively confirm the individual's date of birth and identity.		
B. RESIDENCY CHECK i. Confirm the individual's residency within the last five (5) years starting from most recent with no gaps in time. ii. List the country/ies and dates within the CSO Comments section. iii. Confirm that criminal record check(s) were conducted for all countries in which the individual resided within the last five (5) years.		
C. EDUCATIONAL CHECK Confirm that you have verified the individual's academic credentials and professional designation and confirm that no anomalies were found.		
D. EMPLOYMENT HISTORY CHECK Confirm that you have verified the individual's employment history within the last five (5) years, starting from most recent with no gaps in time.		
E. CRIMINAL RECORD CHECK Confirm that criminal record check(s) were conducted		

The official version of this document can be downloaded at <https://canadabuy.ca/en/tender-opportunities>

for each individual and submit to the Program for validation/verification.		
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The official version of this document can be downloaded at <https://canadabuy.ca/en/tender-opportunities>

Annex C

**PHYSICAL SECURITY CAPABILITY MINIMUM REQUIREMENTS CHECKLIST
SITE WHERE SENSITIVE INFORMATION/ASSETS ARE PROCESSED AND STORED**

RESPONDENT NAME:
RESPONDENT TEAM MEMBER – LEGAL NAME OF ORGANIZATION:
SITE ADDRESS:

Description of Check	CSO Verified Check	CSO Comments
A. HIERARCHY OF ZONES Confirm that you have established a hierarchy of zones at your organization's site.		
B. BRIEF DESCRIPTION OF THE ORGANIZATION'S ROLE IN RELATION TO THE HIGH FREQUENCY RAIL PROJECT'S PROCUREMENT PROCESS		
C. BRIEF DESCRIPTION OF THE ORGANIZATION'S FACILITY		
D. DETAILED AND SIGNED FLOOR PLAN Confirm that a detailed floor plan is signed and provided to the Program for validation.		
E. PICTURES		
F. REPRODUCTION		
G. SIGNED COMPANY SECURITY ORDERS		
H. STORAGE		
I. DESTRUCTION AND DISPOSAL		
J. SECURITY AWARENESS AND TRAINING		

The official version of this document can be downloaded at <https://canadabuy.ca/en/tender-opportunities>

K. VISITOR CONTROL LOG		
L. MATERIAL CONTROL LOG		

Annex D

IT SECURITY CAPABILITY MINIMUM REQUIREMENTS CHECKLIST

SITE WHERE CANADA PROTECTED INFORMATION/ASSETS ARE PROCESSED AND STORED

RESPONDENT NAME:		
RESPONDENT TEAM MEMBER – LEGAL NAME OF ORGANIZATION:		
SITE ADDRESS:		
Description of Check	CSO Verified Check	CSO Comments
A. IT SECURITY POLICIES AND PROCEDURES (CONTROLS) Provide proof of how IT security policies and procedures align to the security control families.		
B. IT SECURITY TOPOLOGY DIAGRAM Provide IT security topology diagram and proof which defines information systems components and functions.		
C. SECURITY ORGANIZATION Provide description of the experience of the security organization that will be responsible in ensuring the security.		
D. DATA SEGREGATION Provide proposed approach to data segregation.		
E. DISPOSAL AND SANITIZATION Provide approach to the disposal and sanitization of Canada's data.		
F. CONTINUOUS MONITORING SERVICE Provide approach to continuous monitoring.		
G. INDUSTRY IT SECURITY CERTIFICATION Provide proof of security certification(s) and applicable audit standards for the proposed solution.		
H. IDENTITY, CREDENTIAL AND ACCESS MANAGEMENT Provide details on the proposed solution's Identity, Credential and Access Management level of assurance capabilities.		

The official version of this document can be downloaded at <https://canadabuy.ca/en/tender-opportunities>

Appendix J – Additional Project Information

1. The RFP

1.1. Disclaimer

The Procurement Authority reserves the complete right to amend the RFQ, including the scope and extent of the Project, as the Procurement Authority may decide. The information set forth in Section 2 of the main body of the RFQ and in this Appendix J – Additional Project Information is intended to provide insight into work undertaken by Canada to date in respect of the Project, as well as anticipated terms and commercial concepts. It is provided for indicative purposes only. It is not exhaustive, is preliminary and is subject to change. It is in no way binding on Canada and does not represent a commitment by Canada to proceed with the Project as described in this RFQ. The advancement of the Project is subject to future Government of Canada decisions with respect to the implementation of the Project and its Procurement Process. Canada may, at any time, modify, amend or otherwise change its approach in respect of the Procurement Process or the Project, including as set out in Section 2 and in this Appendix J – Additional Project Information, including pursuant to the RFP, the Pre-Development Agreement or the Project Agreement. Without limiting the generality of the foregoing, Canada reserves the right to provide updates to the information contained in Section 2 or this Appendix J – Additional Project Information by way of Addendum. The Procurement Authority intends to provide additional details regarding the Project pursuant to the RFP.

1.2. Overview

Pursuant to the RFP, Proponents will be expected to submit Proposals in accordance with the submittal requirements and evaluation criteria that will be detailed in the RFP.

The RFP should include mechanisms to enable Canada and Proponents to engage on the progress of Proposal development and hold discussions on Project and contractual matters. This is expected to include:

- a) Processes for Proponents to submit enquiries and requests for information, including the ability to identify questions/comments as commercially sensitive;
- b) A data room for the exchange of information, including a virtual or physical data room for any sensitive information identified by Canada;
- c) Both regularly scheduled and ad-hoc commercially confidential meetings to enable:
 - i. Discussions on expectations and approaches for the Co-Development Phase and Execution Phase, including discussions on the frameworks, terms and conditions of the Pre-Development Agreement and the form of Project Agreement appended to the Pre-Development Agreement, as well as on financial and commercial aspects of the Project;
 - ii. Executive-level progress meetings to enable Proponents to identify and seek resolution of concerns efficiently and without negatively impacting the progress of the Procurement Process;
 - iii. Technical and design development meetings wherein each Proponent would present to Canada the progress of their Proposal development, to enable:
 - Validation of Proponents' understanding of Canada's ambitions for the Project and the Project Outcomes;
 - Presentation by Proponents of the development of their Proposals and on how they intend to meet or exceed the Project Outcomes; and
 - Dialogue on matters raised by Proponents with respect to the development of their Proposals, including their concept of operations and design submissions.

1.3. RFP Submittals

It is expected that the RFP will require Proponents to develop and submit Proposals which will include, but are not limited to, the following components:

The Proponent's proposed solution for the Project

An **overall business plan** for the different phases of the Project that sets out how the Proponent's solution meets or exceeds the Project Outcomes for the Corridor. This plan may include:

- Project Outcomes and innovation plan; and
- Service concept that describes the Proponent's overall service concept supporting the operating expenditure, revenue and ridership forecasts, including but not limited to concept corridor, station locations, train capacity, journey times and major service levels / stopping plans.

Proponents will be required to demonstrate the commercial feasibility of their Proposal by developing a **commercial strategy** supporting the overall business plan that may include:

- Approach to marketing, fares, ticket sales and distribution, farebox and ancillary revenue generation;
- Ridership growth plan;
- Customer experience plan;
- Urban integration of the stations and associated commercialization opportunities; and
- Stakeholder engagement plan.

Proponents will also be required to develop a **technical proposal** that may include a concept-level technical solution with an alignment to demonstrate technical feasibility and inform a Class 5 Cost Estimate based on the Cost Estimate Classification System, outlining:

- Concept level designs, including rail alignment, bridge and civil structures and route maps, including stations and city centre access proposals;
- Rolling stock capacity and characteristics;
- Track, power supply, signalling and communications systems;
- Non-passenger facilities (e.g. operations, maintenance and storage facilities);
- Construction Schedule; and
- Risk and opportunity registers / reports.

The Proponent's plans for advancing the Project

A **Co-Development Phase plan**, including:

- i. Delivery approach, detailed schedule and staffing plan, with a financial proposal and cost estimation management approach for the Co-Development Phase;
- ii. A structured approach in progressing initial Project requirements that achieve or exceed the Project Outcomes;
- iii. Design progression delivery plan and digital plan for design development throughout the term;
- iv. Land requirements, approach to obtaining required permits, licenses, approvals and agreements, and physical investigation requirements;
- v. Stakeholder management and engagement plan to advance the design development of the scheme;
- vi. Approach to working with Host Railways;
- vii. Approach to integrate design, construction, operations, maintenance and revenue management into the maximization of Project Outcomes;

- viii. Approach to collaborative working with the Contracting Authority; and
- ix. Approach to mobilization for effective delivery during the Co-Development Phase.

An outline **construction plan**, including project management plan, stakeholder engagement plans, construction, sequencing, procurement/tendering and resourcing plans, testing and commissioning, delivery strategy in existing operational corridors, and preliminary schedule.

An **operations, maintenance and rehabilitation plan**, including approach to:

- i. Enhancing customer experience;
- ii. Concept of operations and management of performance and service quality;
- iii. Rail safety and rail regulatory approvals;
- iv. Transition of operations from VIA Rail and integration of Local Services and HFR Services; and
- v. Capital renewals including rolling stock, track and railway systems.

A **financing plan**, including:

- i. Indicative capital and operating expenditure (CAPEX/OPEX);
- ii. Estimation and indication of revenue and ridership including a revenue model, ancillary revenue plans and revenue management plan;
- iii. Operating cost model; and
- iv. Debt competition plan, financial structure and financial model.

An **Indigenous participation plan** that sets out how the Proponent will engage with Indigenous peoples throughout the Project and includes proposals for including the creation and sharing of socio-economic benefits commensurate with a project of this size and scope.

The Proponent's teaming approach

An **organizational structure**, with narrative, that will further:

- a) Demonstrate the governance, assurance, expertise and capability required to collaboratively deliver the Project through the Co-Development Phase and Execution Phase; and
- b) Promote competitive tension within their supply chains during the Co-Development Phase and Execution Phase, including with contractors and rolling stock providers.

1.4. RFP Evaluation

Proposal evaluation and identification of the Preferred Proponent is expected to include technical and financial elements.

The RFP will set out the Proposal submission requirements, evaluation criteria and method for selecting the Preferred Proponent. However, Canada currently anticipates evaluating the Proponents based on the following principles and based on their demonstrated capacity to deliver the Project through the analysis of the proposed solution, plans, and teaming approaches, including:

- a. How the solution meets and exceeds some or all Project Outcomes within the affordability constraints that will be provided in the RFP;
- b. Technical and commercial feasibility of the solution;

- c. Understanding of the Project and associated risks: stakeholders, engineering, environmental, operations, safety, procurement protocols;
- d. Plans and approaches for the Co-Development Phase;
- e. Comprehensiveness of the Indigenous participation plans;
- f. Partnership and collaborative behaviors and strategies;
- g. Readiness and capacity to proceed with the Co-Development Phase and ultimately deliver the Project;
- h. Commercial and financial aspects of the proposed solution, including the financial proposal for the Co-Development Phase.

2. Alignment Selection, Land Acquisition and Host Railways

2.1. Alignment selection

Through the structuring of the Procurement Process and Co-Development Phase, Canada is seeking to encourage innovation by providing flexibility to Proponents (and later during the Co-Development Phase, the Private Developer Partner) to propose an Alignment solution that would maximize Project Outcomes and enhance benefits to Canadians. As an example, Proponents (and later during the Co-Development Phase, the Private Developer Partner) would have the flexibility to explore opportunities to increase speeds on certain segments of the Project and other innovations that would represent value for Canadians.

Pursuant to the RFP, Proponents will be required to submit a preliminary Alignment for the Project in their Proposal. Canada is currently consulting with relevant stakeholders to identify potential Alignment options. Proponents will be informed of these options pursuant to the RFP and Proponents will base their preliminary Alignment in whole, or in part, on the options provided by Canada. Proponents will be encouraged to provide innovative and cost effective solutions for the Alignment selection in order to exceed the Project Outcomes.

During the Co-Development Phase, the Contracting Authority and the Private Developer Partner would continue to develop the Alignment, taking into consideration cost-benefit trade-offs of alternatives for meeting or exceeding Project Outcomes.

Canada expects that the final Alignment will be agreed upon between the Contracting Authority and the Private Developer Partner in the Co-Development Phase.

2.2. Land acquisition

In respect of the Alignment proposed in their Proposal, Proponents will be expected to provide a land acquisition feasibility report, including quantitative and qualitative risk assessments.

At the execution of the Project Agreement, it is expected that not all the lands required for the Project would have been secured by the Contracting Authority. The Private Partner will cooperate with the Government of Canada/Contracting Authority to secure the land rights required by the Project and would have responsibilities related to the completion of preparatory work and consultations necessary to secure such rights, such as, providing title searches, land descriptions, and surveys in order to support the land acquisition process, as well as managing communications with landowners and stakeholders.

With respect to rights for private land, Canada does not intend for the Private Developer Partner or subsequently the Private Partner to assume the risk of securing land rights for the Project. However, each of the Private Developer Partner and Private Partner are expected to be required to take into consideration the complexity and social acceptability of securing land rights while advancing the design and construction of the Project. The Pre-Development Agreement will include incentives and mechanisms to align interests related to the role of the Private Developer Partner with the preparatory work and consultations necessary to secure such rights.

Throughout the land acquisition process, the Government of Canada/Contracting Authority will consult and engage Indigenous communities, organizations and entities to ensure that real property transactions are conducted in a manner that respects treaties and other agreements between the Government of Canada and Indigenous peoples, fulfills the obligations of the Government of Canada, and responds to interests (as appropriate).

2.3. Host Railways

In respect of the Alignment proposed in their Proposal, Proponents will also be expected to identify any dependencies that their proposed Alignment may have on Host Railway infrastructure or right of way, if any.

The Private Developer Partner will be expected to work with the Government of Canada/Contracting Authority to secure the necessary long-term, predictable track and right of way access agreements for the Local Services and HFR Services, to ensure priority for passenger services as per agreed train schedules, and in consideration of needs of different rail technologies coexisting within or alongside these rights of way. As the concept of operations develops and the Alignment becomes known, the applicable agreements with Host Railways and/or industrial corridor owners would be further developed.

The Private Partner will be expected to adhere to existing and new agreements with Host Railways associated with the provision of Local Services and HFR Services, and will coordinate with Host Railways to agree on train schedules and to coordinate with their operations and maintenance activities across multiple railways and commuter systems to enable all rail modes to remain in operation and provide an end-to-end service, including other VIA Rail services (transcontinental and remote services) that connect to the Corridor.

3. The Co-Development Phase

3.1. Overview

The Co-Development Phase starts with the execution of the Pre-Development Agreement between the Private Developer Partner and the Contracting Authority. The anticipated roles and responsibilities of these parties are presented in this Section 3.

The expected result of the Co-Development Phase will be the Solution produced by the Private Developer Partner and presented to the Contracting Authority for final approval by the Government of Canada and as a condition of the Contracting Authority entering into the Project Agreement.

During the Co-Development Phase, the Project Agreement would be finalized, based on the form of Project Agreement appended to the Pre-Development Agreement, and made available to Proponents for comment during the RFP stage.

Adjustments to the Project Agreement would be those required as a result of the Co-Development Phase that are contemplated or allowed within the parameters of the Pre-Development Agreement.

Upon approval by the Government of Canada, the Project Agreement would be executed by the Private Developer Partner, which, by virtue of such execution, would become, as of that date, the Private Partner.

3.2. Development of the Solution

During the Co-Development Phase, the Private Developer Partner will conduct due diligence and advance the design of the Project, within the parameters set out in a Pre-Development Agreement that includes public interest protections prescribed by Canada and the Contracting Authority/the Project Authority. The Private Developer Partner will be expected to leverage its design, development, operational and financing

experience, as well as its capability and innovation, to deliver its Solution for the design, construction, operation, maintenance and financing of the Project to the Contracting Authority.

At the beginning of the Co-Development Phase, it is expected that the Private Developer Partner and the Contracting Authority will perform optioneering and/or value engineering exercises to explore options and alternatives that maximize Project Outcomes, as well as alignment solutions, opportunities to increase speeds on certain segments of the Project, station locations and other innovations that would represent value for Canadians, taking into consideration cost-benefit trade-offs of alternatives for meeting or exceeding Project Outcomes.

Throughout the Co-Development Phase, the Private Developer Partner's solutions in respect of the Project will also be adjusted as more requirements and information become available, such as mitigation measures identified during the impact assessment and regulatory review processes, input and perspectives gained during consultations and engagements with Indigenous peoples and consultations with the public and third-party stakeholders. The solution would be adjusted as well as technical requirements that are produced through field investigation, public consultation and coordination with third parties such as utilities and Host Railways are incorporated into design, schedule, constructability and concept of operations.

During the Co-Development Phase, the Contracting Authority and the Private Developer Partner will determine the achievable level of design required prior to the execution of the Project Agreement. Advancing the level of design definition, in particular on areas with highest risks, would further reduce the risks associated with the Project by identifying project risks and determining how to mitigate their potential impacts.

During the Co-Development Phase, the Private Developer Partner would be expected to further develop its business plan and concept of operations for the Project, consistent with its design and with ridership and revenue forecasts. The Contracting Authority will make available relevant data on travel pattern trends and customer satisfaction statistics for existing VIA Rail riders in the Corridor to help the Private Developer Partner refine and optimize its ridership forecasts and revenue management strategies. The Private Developer Partner would also further develop the management plans associated with finalizing the design, constructing, operating and maintaining of the Project during the Execution Phase. The Contracting Authority and the Private Developer Partner will also agree upon the approach to entry into service of the new HFR Services.

The Pre-Development Agreement will include a review process involving both the Contracting Authority and the Private Developer Partner, to ensure that the Solution maximizes Project Outcomes and is otherwise acceptable to the Contracting Authority and the Government of Canada. Under the review process, the Private Developer Partner will be expected to seek regular feedback and input from Canada and facilitate the development of a Solution that delivers and exceeds Project Outcomes, de-risks the Project and creates value for Canadians over the long term.

Toward the end of the Co-Development Phase, designs and cost estimates should be developed to a high degree of maturity. This key milestone and its timing will be described further in the RFP stage. This would allow for the determination of the contracting strategy for major scopes of work, confirmation readiness of the Project development to transition to the Execution Phase and enable raising of private capital to finance the Project. As well, this would support required decision making by Canada on the Execution Phase of the Project. It is anticipated that the Contracting Authority and the Private Developer Partner will also collaborate during the Co-Development Phase to identify commercial opportunities, for development and investment around and within railway stations (including transit-oriented developments), available to the Private Partner during the Execution Phase.

Consequently, it is expected that risks that are traditionally difficult to assess or quantify would be evaluated and assessed jointly during the Procurement Process and the Co-Development Phase, resulting in meaningfully improved understanding by parties of Project risks and appropriate ways to address them.

3.3. Additional Scope of Work

It is anticipated that the Private Developer Partner will perform the following activities during the Co-Development Phase, among others.

<p>Indigenous Consultation and Engagement</p>	<p>Support and assist the Government of Canada/Contracting Authority in fulfilling the Government of Canada's duty to consult and, where appropriate, accommodate Indigenous communities. Develop and implement, in coordination with the Government of Canada/Contracting Authority and in consultation with Indigenous peoples, the socio-economic benefits that will be delivered throughout all phases of the Project, including the Co-Development Phase and the Execution Phase.</p> <p>These socio-economic benefits would support the Government of Canada's commitment to reconciliation with Indigenous peoples through a renewed nation-to-nation, government-to-government relationship based on the recognition of rights, respect, co-operation and partnership throughout the Project. Refer to Section 2.4 of the main body of the RFQ for additional information.</p> <p>The Government of Canada has the responsibility for fulfilling the duty to consult and, where appropriate, accommodate throughout the lifecycle of the Project, and it is expected the Contracting Authority will be the Government of Canada entity leading consultations and engagement. The Private Developer Partner will support and assist the Government of Canada/Contracting Authority in consultation and accommodation activities where appropriate.</p>
<p>Investigations and Lands</p>	<p>Lead the development of field investigations, geotechnical investigations and preparatory work by preparing reference plans, survey, and property request sketches. Support the Government of Canada/Contracting Authority in the consultation with and coordination of stakeholders to secure land rights.</p> <p>The Private Developer Partner will be expected to take into consideration the complexity of securing land rights when advancing the design of the Project.</p>
<p>Permits and Approvals</p>	<p>Obtain necessary permits and other approvals.</p> <p>Lead the identification of applicable permits, licences, approvals and agreements that may be required to carry out the Project at the federal, provincial, municipal and local levels. As Canada anticipates that the Private Partner will have a large role in obtaining applicable permits, licences, approvals and agreements, the Private Developer Partner will be requested to identify and plan how these permits, with assistance from the Contracting Authority, where applicable, could be obtained.</p> <p>This includes obtaining a certificate of fitness, (including procuring the associated insurance) and permission to construct to be compliant with the <i>Canada Transportation Act</i> and obtaining a railway operating certificate as per the <i>Railway Safety Act</i> to support its obligations as an operator of HFR Services and Local Services over time.</p>
<p>Impact Assessment</p>	<p>Support the Government of Canada/Contracting Authority with the completion of the impact assessment process including all field study requirements and consultations, as further described in Section 2.5. Work with the Government of Canada/Contracting Authority to proactively identify and incorporate technically and economically feasible mitigation measures, to identify potential impacts of the project on the rights of Indigenous peoples, to consider Indigenous knowledge, to respond to and address</p>

	issues raised through the impact assessment process, and to complete any impact assessment requirements.
Host Railways and Access Agreements	Work with the Government of Canada/Contracting Authority to secure long term, predictable track access agreements associated with the provision of HFR Services for the proposed Alignment and over time the incorporation of Local Services. As the concept of operations develops and the Alignment becomes known, the applicable agreements with Host Railways would be further developed.
Project Development	Lead the development of project delivery and management plans and strategies, including procurement planning for elements such as construction and rolling stock suitable for HFR Services, and develop cost estimates.
Operations, Revenue and Ridership	Develop investment-grade revenue and ridership forecasts; design the commercial operations approach; and finalize capacity models, staff/crew planning models and network planning models to help develop operating costs over the Execution Phase. These forecasts would form the basis of minimum standards included within the Project Agreement at Financial Close.
Transition of VIA Existing Services within the Corridor	Develop a plan for the transition of Existing VIA Services through coordination with the Contracting Authority, the Project Authority and VIA Rail on the development of transition plans and strategies to leverage the assets, capabilities and talent of VIA Rail (including a labour strategy) and become thoroughly familiar with Existing VIA Services. The plan would also include how Existing VIA Services will be maintained and optimized to connect with HFR services.

The allocation of these and other responsibilities between the Contracting Authority and the Private Developer Partner is still to be finalised and will be formalised in the Pre-Development Agreement which will be shared with Proponents during the RFP stage.

3.4. Private Developer Partner Procurement and Sourcing Activities

During the Co-Development Phase, depending on the lead times required, the Private Developer Partner may be expected to begin procurement/sourcing processes in support of the development of its Solution in respect of the Project, and so that long-lead items can be purchased concurrently with Financial Close of the Project Agreement. This is expected to include the procurement/sourcing of construction contractors, rolling stock providers, and systems providers, among others.

The RFP and the Pre-Development Agreement will contain more details on the procurement and contracting protocols that will be required to be put in place by the Private Developer Partner and the Private Partner to promote fairness, transparency, and competitive tension in the procurement of the different work and supply packages associated with the Project to preserve value for money for Canadians. This is expected to include protocols, constraints and/or limitations related to self-performance by the Private Developer Partner and/or subsidiaries of key team members during the Co-Development Phase and the Private Partner during the Execution Phase.

3.5. Responsibilities of the Contracting Authority

During the Co-Development Phase, the Contracting Authority will work with the Private Developer Partner to advance the project definition, design, planning and optimization. The Contracting Authority's role will include ongoing engagement and dialogue with the Private Developer Partner to refine project requirements and perform a review function on designs, plans, and deliverables produced by the Private Developer Partner, under a review process discussed with Proponents during the RFP stage and included in the Pre-Development Agreement.

The Government of Canada has the responsibility for fulfilling the duty to consult Indigenous peoples and, where appropriate, accommodate throughout the lifecycle of the Project. It is expected the Contracting Authority will be the Government of Canada entity leading consultations and engagement, and the Private Developer Partner will provide the necessary support and assistance in consultation and accommodation activities, where appropriate.

It is expected the Contracting Authority will also be the proponent under the *Impact Assessment Act*.

The allocation of these and other responsibilities between the Contracting Authority and the Private Developer Partner is still to be finalised and will be formalised in the Pre-Development Agreement.

During the Co-Development Phase, the Project Authority and the Contracting Authority would work with VIA Rail and the Private Developer Partner to plan for a smooth transition of Existing VIA Services. As the Project is expected to grow passenger rail operations in the Corridor, creating new and exciting jobs and career opportunities, the Private Developer Partner will develop a transition plan in collaboration with the Contracting Authority, the Project Authority and VIA Rail to leverage the capacity and experience of the existing workforce dedicated to the Corridor. The Contracting Authority, the Project Authority, VIA Rail and the Private Developer Partner would also work to determine how to leverage the tangible and intangible assets, capabilities and talent of VIA Rail in the development and delivery of the Project.

3.6. Additional Key Terms of the Pre-Development Agreement

In addition to what is contemplated above, Canada anticipates that some of the key additional terms of the Pre-Development Agreement will be as follows:

- **Type of Contract:** The Pre-Development Agreement is anticipated to follow the principles of a progressive delivery model:
 - No integrated legal entity formed between the Contracting Authority and Private Developer Partner;
 - Private Developer Partner would be ultimately responsible for the scope outlined in the Pre-Development Agreement and responsibilities assigned to it in the Pre-Development Agreement, notwithstanding involvement of the Government of Canada or the Contracting Authority, and would provide warranties in this regard; and
 - No waiver of claims.
- **Governing Law:** Respondents should indicate the preference for the Pre-Development Agreement to be governed by the laws of the Province of Ontario, including applicable federal laws, or the laws of the Province of Quebec, including applicable federal laws, in Form C-1 – Master RFQ Submission Form.
- **Contract Term:** The term of the Pre-Development Agreement is expected to be primarily influenced by the length of the impact assessment process, the degree of lands negotiations and acquisitions that will be required to support a final investment decision, and other project enabling activities, required consultations, and approval processes.
- **Construction Activities:** To potentially deliver HFR Services to Canadians sooner, Canada is exploring the suitability and feasibility of advancing the construction of components of the Project during the Co-Development Phase (by the Contracting Authority or the Private Developer Partner), the whole as may be contemplated in the Pre-Development Agreement, and subject to any

requirements or considerations related to the impact assessment and other regulatory approvals, including but not limited to Canadian Transportation Agency and other Federal Authority approval(s). It is anticipated that any construction work during the Co-Development Phase performed by the Private Developer Partner would be performed under separate early work or construction agreements that would be superseded by the Project Agreement once it is executed.

- **Payment Mechanism:** The Private Developer Partner will be compensated for scope completed during the Co-Development Phase as per the terms of the Pre-Development Agreement, and it is expected that this would be commensurate with the level of effort involved during the Co-Development Phase. Payments are anticipated to be structured to include elements of progress payments. It is expected that these payments will include eligible direct costs, overhead and profits, with a holdback linked to the achievement of key milestones.
- **Review Procedure:** Canada anticipates establishing a review procedure for the review by the Contracting Authority of Pre-Development Agreement submittals, including designs, plans and any other documents required or specified by the Pre-Development Agreement to advance the Project.
- **Off-ramps:** It is expected that the Pre-Development Agreement will contain off-ramps for the Contracting Authority and the Private Developer Partner at certain Project design milestones, with a pre-defined framework should an off-ramp be pursued.
- **Intellectual Property:** Intellectual property developed by the Private Developer Partner during the Co-Development Phase will be retained by the Contracting Authority.

4. The Execution Phase

4.1. Overview

The expected outcomes of the Execution Phase are anticipated to be the successful design, build, operations, maintenance and financing of the Project in accordance with the Private Developer Partner's Solution, as approved by the Contracting Authority pursuant to the Pre-Development Agreement.

The Project Agreement is expected to be structured based on the following key structural and risk allocation features:

- Optimize the level of risk and reward between all stakeholders during the Execution Phase (construction, operations and maintenance, and revenue management);
- Incorporate private sector financing to fund a portion of construction costs;
- Provide the Private Partner with flexibility to procure and manage the design and build through packages and phases, while managing construction costs, schedule, risk and integration;
- Ensure that financing is sufficiently flexible (expansions, extensions and change mechanisms) to allow the project to be operated as a dynamic, live system;
- Provide incentives for the Private Partner to maximize Project Outcomes, which include increasing ridership and system revenues, while maintaining affordability, and reducing costs; and
- Incentivize operational cost efficiencies for optimized Local Services and HFR Services.

The structure is expected to involve project financing with a special purpose vehicle (i.e. the Private Partner) that would deliver the integrated design, build, operations, maintenance and financing aspects of the Project.

4.2. Design and Construction

The Private Partner will be responsible for the design and construction of the Project. This will include designing railway systems and infrastructure that will seamlessly operate with the Existing VIA Services.

The scope of work for the Private Partner is anticipated to include the design, construction and commissioning of over 1,000 km of new and upgraded rights-of-way, tracks and infrastructure between Québec City and Toronto, including new structures, crossings, stations, maintenance yards, rolling stock and rail systems. This is also intended to include acquisition of rolling stock suitable for the HFR Services,

which is expected to be identified and selected during the Co-Development Phase, and upgrading existing stations or existing structures along the Corridor, as needed and in accordance with the Project requirements.

Given the size and complexity of the Project, Private Developer Partner will develop the optimal implementation strategy to stage the construction work into phases or packages that will be managed and competitively procured by the Private Developer Partner during the Co-Development Phase or by the Private Partner during the Execution Phase, as required.

4.3. Operations, Maintenance, Lifecycle, and Revenue Management

At a time to be agreed between the Contracting Authority and the Private Developer Partner, the Private Partner would assume responsibility for operating the Local Services. At all times during the execution of the Project, the Private Partner will be responsible for minimizing disruption impacts of construction activities on passengers. As construction approaches completion, the Private Partner will then be responsible for ensuring effective mobilisation of Project assets and systems and to ensure a smooth transition from the Existing VIA Services to the new integrated service combining HFR Services and Local Services in accordance with an agreed project programme.

Following completion of construction, the Private Partner would deliver the HFR Services and Local Services. It is anticipated that the Private Partner would be responsible for the following areas of operations and revenue management and collection:

Operations	<ul style="list-style-type: none"> • Network Planning and Timetables • Dispatching • Train Operations and Performance • Staffing and Crew Management • Safety and Security • Rolling Stock • Station Operations
Revenue Management and Collection	<ul style="list-style-type: none"> • Farebox Strategy and Revenue • Ticketing, Distribution Strategy and Revenue Collection • Marketing • Customer Service • Ancillary Revenue

The Private Partner will be expected to deliver the HFR Services and Local Services to the high level of reliability and excellent standards of customer service that will be necessary to achieve the desired Project Outcomes. The Project Agreement would set out performance requirements and incentives relating to the delivery of HFR Services and Local Services, as well as ongoing maintenance and life-cycle requirements for HFR Services and Local Services infrastructure.

The Contracting Authority would be responsible for providing policy guidance and minimum standards and requirements, as well as performance measurement.

In order to uphold and protect the public interest throughout the term of the Project Agreement, the Contracting Authority will also provide a broad fare policy to ensure affordable and accessible fares and ticketing strategies for all passenger travel in the Corridor.

Other policies related to the provision of HFR Services and Local Services to passengers will include the provision of services in both of the official languages of Canada, English and French, passenger rights and protections, accessibility requirements, and a broad advertising policy.

Throughout the Execution Phase, the Contracting Authority will exercise its responsibilities for project governance, including monitoring achievement of the key Project Outcomes such as modal shift and ridership growth, contribution to Canada's net zero commitments, improving accessibility and social equity and financial impacts on Canadian taxpayers.

The Contracting Authority would also be responsible for contract and change management, including ensuring compliance with the Project Agreement and, where applicable, revisions to the Project Agreement. Such revisions may be necessary to accommodate revisions to the scope of HFR Services.

During the term of the Project Agreement, the Contracting Authority may wish to sponsor incremental projects, such as station enhancements or network expansion. In such cases, the Private Partner would be expected to work collaboratively in developing these incremental projects with the Contracting Authority. The Contracting Authority may also facilitate arrangements with third parties, such as multi-modal fare agreements with other transportation service providers to allow for interlining.

4.4. Other Responsibilities of the Private Partner

The Private Partner will be obligated to adhere to requirements that will be identified in regulatory approvals, including, any conditions associated with a decision statement issued under the *Impact Assessment Act* and conditions in various regulatory approvals.

The Private Partner will implement, in coordination with the Contracting Authority, the necessary actions to achieve the socioeconomic benefits and implement any accommodation measures that will be agreed to between Indigenous communities, organizations and entities, and the Contracting Authority during the Co-Development Phase.

The Project Agreement will identify which party will apply for, obtain, maintain, extend and renew the applicable permits, licences, approvals and agreements that may be required to carry out the Project. Canada anticipates that the Private Partner will have a large role in obtaining applicable permits, licences, approvals and agreements. The Private Partner will be expected to obtain a certificate of fitness (including procuring the associated insurance) and permission to construct to be compliant with the *Canada Transportation Act* and obtain a railway operating certificate as per the *Railway Safety Act* to support its obligations as an operator of HFR Services and Local Services over time.

4.5. Payment Mechanism

Payment Mechanism in respect of Design and Construction

Payments to the Private Partner in respect of design and construction are expected to be made using a hybrid of a regulated asset base model and a typical concession model.

During the Co-Development Phase, a target price for the overall construction of the Project will be set by the Private Developer Partner and the Contracting Authority. The Project Agreement's payment mechanism is expected to include a gain share / pain share mechanism for the sharing, as between the Contracting Authority and the Private Partner, of cost underruns and overruns. Specified costs incurred by the Private Partner during the construction phase will be considered eligible for reimbursement up to the overall target price, above which the pain share mechanism will be applied.

Capital costs would be funded and financed by a combination of construction period payments by the Contracting Authority, long-term debt, and long-term equity (including CIB equity). Total long-term debt and equity are expected to be up to 25% of total capital costs. The debt-to-equity ratio is expected to be closer

to what is typically seen in regulated utility financing models and lower than what is traditionally used for public-private partnership (PPP) projects. Upon reaching substantial completion of the Project, the Contracting Authority will make monthly capital payments to the Private Partner during the operations phase based on the deemed long-term capital structure and associated cost of debt and equity.

In the event that the transition of Existing VIA Services occurs prior to the completion of construction of the new HFR Services, it is expected that the Project Agreement would be structured to enable repayment for operating costs with a simplified payment mechanism based on availability of the system and associated performance regime. Operating performance on the Local Services would be measured taking into consideration any ongoing construction works.

Payment Mechanism in respect of Operations and Maintenance

During the operations phase, the Private Partner is expected to receive monthly capital payments on debt and equity invested during the construction phase. Additionally, the Private Partner would receive revenues from both Local Services and HFR Services, as well as other ancillary income. Revenues and other ancillary revenues are expected to be sufficient to cover all operating, maintenance and rehabilitation costs.

Operating costs and performance risk of HFR Services and Local Services would be transferred to the Private Partner. An appropriate performance measurement and incentive regime, taking into consideration the transfer of operations and revenue risk for this Project, would be developed to ensure operating standards and Project Outcomes are achieved throughout the contract term. Once HFR Services are operational, the Private Partner will be responsible for revenues and ridership on HFR Services and Local Services. Revenue risk for both HFR Services and Local Services is expected to be transferred to the Private Partner, subject to certain mechanisms in place to protect against significant downside and upside scenarios. In the scenario where revenues are significantly lower than forecasted, the Contracting Authority could provide downside protection with a corresponding upside revenue sharing mechanism. This upside revenue sharing would ensure that Canadians benefit financially from a high level of Project success.

The Private Partner would have flexibility to manage the operations, maintenance and rehabilitation of HFR Services and Local Services in order to manage transferred revenue risk effectively.

Additional information regarding revenue opportunities available to the Private Partner beyond the farebox but within the scope of the Project will be made available to Proponents during the RFP Stage.

4.6. Additional Key Terms of the Project Agreement

In addition to what is contemplated above, Canada anticipates that some of the key additional terms of the Project Agreement will be as follows:

- **Governing Law:** Respondents should indicate the preference for the Project Agreement to be governed by the laws of the Province of Ontario, including applicable federal laws, or the laws of the Province of Quebec, including applicable federal laws, in Form C-1 – Master RFQ Submission Form.
- **Contract Term:** It is anticipated that the term of the Project Agreement will include the years required to build the Project and 30 to 50 years of operations following substantial completion.
- **Expansion:** It is expected that the Project Agreement will be structured to enable flexibility necessary to allow changes to the HFR Services and Local Services that support future growth during the Execution Phase, for example the addition of new stations and routes, including to Windsor.
- **Handback:** The Private Partner will hand back the Project and associated assets upon the expiry of the Project Agreement to the Contracting Authority with a defined remaining useful service life/condition which will be set out in the Project Agreement.

- Ownership: Subject to the provisions of the Project Agreement, including in regard to third-party assets made available to the Private Partner or to the Contracting Authority, the ownership of all assets, infrastructure and land related to the Project will be retained by the Contracting Authority.
