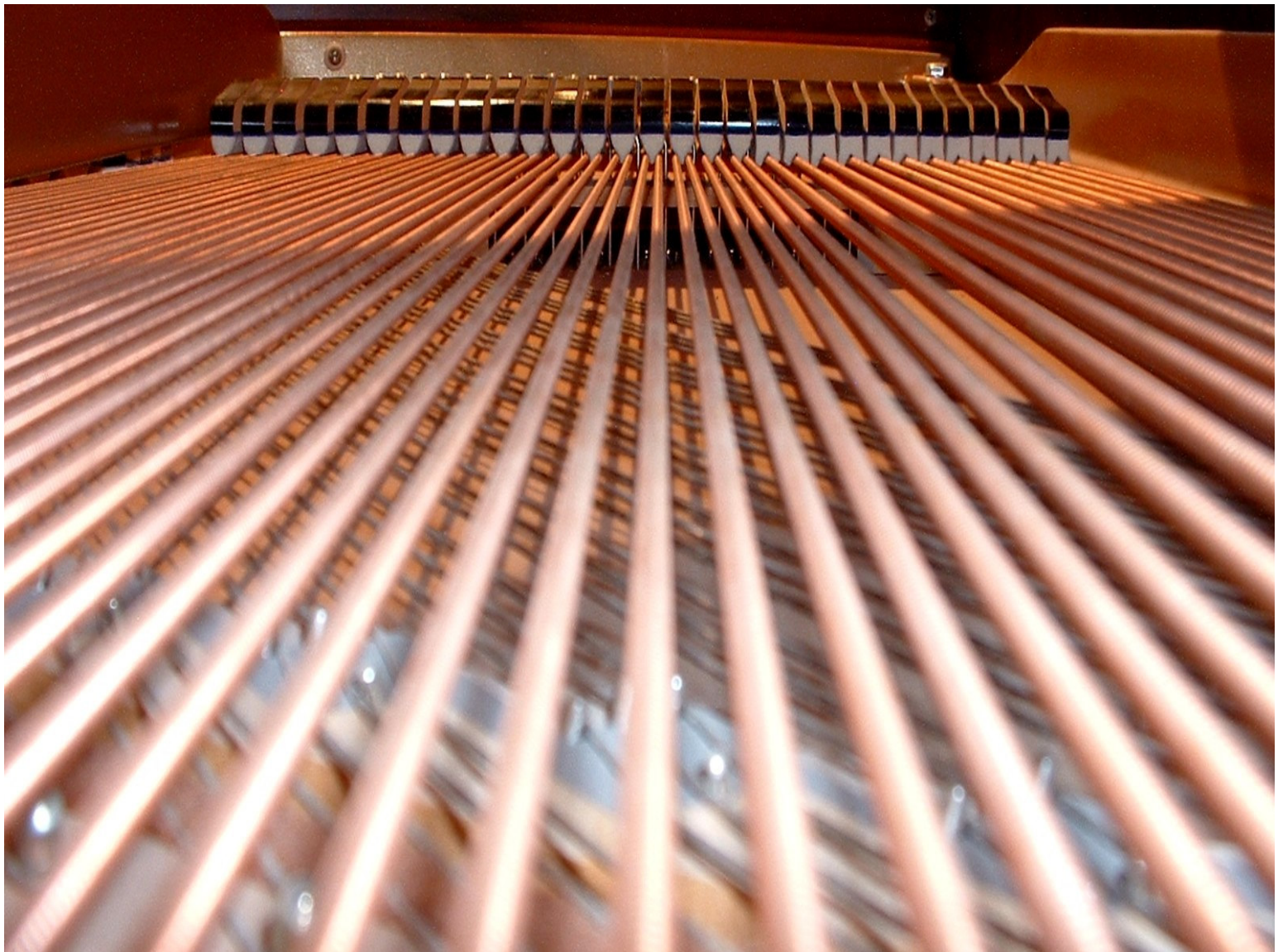




REQUEST FOR QUALIFICATIONS
FOR THE DESIGN, CONSTRUCTION, FINANCING,
OPERATION, AND MAINTENANCE OF A NEW ACOUSTIC
CONCERT HALL IN MONTRÉAL

December 15, 2006

Request for Qualifications for the Design, Construction, Financing, Operation, and Maintenance of a New Acoustic Concert Hall in Montréal

December 15, 2006

To the Respondents:

The Government of Québec plans to develop a new acoustic concert hall at Place des Arts in Montréal based on a public-private partnership approach following an international selection process.

This Request for Qualifications (RFQ) marks the first step in the process of eventually selecting the Partner with which the Québec Government would like to sign a Partnership Agreement for the Project.

In order for its Submission to be evaluated, Respondents must meet all of the eligibility criteria specified herein.

Appendix 1 contains a Submission outline that is intended to standardise Submissions, ensure simple and efficient usage, and help Respondents to prepare a complete response.

The key dates for this first stage of the selection process are:

- | | |
|---|-------------------|
| • RFQ issued | December 15, 2006 |
| • Information session and site visit | January 19, 2007 |
| • End of question period for the RFQ | February 7, 2007 |
| • Deadline for filing a Submission | February 28, 2007 |
| • Announcement of Qualified Respondents | April 4, 2007 |

Thank you for your interest in this Project!

Christiane Barbe

Deputy Minister of Culture and Communications

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Glossary

Associate:	A company or individual is another person's associate when it has a relationship with that person, as defined in Section 5 of the <i>Securities Act</i> (R.S.Q., c. V-1.1). In addition, a company is another company's associate if it is a subsidiary, as defined in Section 9 of said Act.
Concert Hall:	The new acoustic concert hall to be built at PdA by the Partner, as described in this RFQ.
Consortium:	A group of two or more enterprises that join together in order to submit a Submission and, if applicable, to execute the Project.
Government:	The Government of Québec as well as its departments, corporations, and agencies.
Key Individual:	An individual who holds one of the positions described in Section 3 of Appendix 1 of this RFQ for the Project on behalf of a Respondent. An individual may hold more than one of these positions, but can only serve as Key Individual for one Respondent.
Maintenance:	Regular and major maintenance of the Concert Hall and the Special Equipment.
MCC Representative:	The person described in Section 4.2 .
MCC:	The Ministère de la Culture et des Communications du Québec.
Member:	An individual or corporation, partnership, or trust that belongs exclusively to the Respondent and that will have a financial interest in the Project, particularly in the form of equity capital.
Ministre:	The Ministre de la Culture et des Communications du Québec.
Operation:	Operation of the Concert Hall, particularly with respect to ensuring security, making the Special Equipment available to Users, and managing the bars, ushers, and cloakrooms. This excludes managing commercial activities and planning artistic events (see Table 1 in Appendix 4).

OSM:	The Orchestre symphonique de Montréal.
Participant:	An individual or corporation, partnership, or trust that belongs exclusively to the Respondent, that is not a Member, but that will be responsible for at least one of the following components on behalf of the Respondent: • 25% of the physical design of the Project; • 25% of the architectural design of the Project; • 25% of Project construction; • 25% of Project Operation; • 25% of Project Maintenance. A Respondent may propose enterprises with less than 25% of the aforementioned responsibilities as Participants if it believes that these enterprises strengthen its Submission. Respondents must clearly define the role of such enterprises, and must specify the approximate percentage of their participation.
Partner:	The enterprise or Consortium that signs the Partnership Agreement with the Ministre subsequent to the Request for Proposals and final selection.
Partnership Agreement:	The agreement to be signed by the Ministre and the Partner that sets forth each party's rights and obligations with respect to the Project.
PdA:	Société de la Place des Arts de Montréal, a body politic incorporated by the <i>Act respecting the Société de la Place des Arts de Montréal</i> (R.S.Q., c. S-11.03).
PPP:	Public-private partnership.
PPPQ:	Partenariats public-privé Québec, the agency that was created pursuant to the <i>Act respecting the Agence des partenariats public-privé du Québec</i> (R.S.Q., c. A-7.002).
Selection Process Auditor:	The person described in Section 1.5 .
Project:	Design, construction, financing, Operation, and Maintenance of the Concert Hall in accordance with the conditions specified in the Partnership Agreement.

<i>Proponent:</i>	A Qualified Respondent who signs the Proposal Agreement that is described in Section 3.2 .
<i>Qualified Respondent:</i>	A Respondent who qualifies subsequent to this RFQ.
<i>Respondent:</i>	An enterprise or Consortium that presents a Submission for the Project in response to this RFQ.
<i>RFQ:</i>	This Request for Qualifications.
<i>Selected Proponent:</i>	The Proponent who is selected to sign the Partnership Agreement following the Request for Proposals.
<i>Selection Committee:</i>	The selection committee and subcommittees formed by the Government in order to analyse and evaluate Submissions, as described in Section 5.1 of the RFQ.
<i>Special Equipment:</i>	The items listed in Appendix 8 .
<i>Submission:</i>	All of the documents submitted to the Government by a Respondent in response to this RFQ.
<i>Users:</i>	The OSM, PdA, or any other person designated by the Government, either as a group or individually.

1. Introduction

1.1 The business opportunity

The Government intends to build a new acoustic concert hall at PdA in Montréal. This major Project is the considered response to the fact that the OSM does not have access to its own world-class facility. As a result, the OSM must give most of its performances in PdA's Salle Wilfrid-Pelletier.

The MCC favours a PPP approach to the Project in order to take advantage private-sector expertise. It expects substantial private-sector involvement in terms of sharing responsibilities and risks and financing the Project. The MCC would also like to obtain the most value for its money through private-sector innovation and management, while adhering to the Government's targeted budget. Therefore, the MCC is considering an approach under which an enterprise or Consortium of enterprises will assume responsibility for the design, construction, Financing, Operation, and Maintenance of the Concert Hall, as a Partner, for a period of 30 years.

The MCC will apply the principles of fairness and transparency to the selection process that leads to the awarding of the Partnership Agreement.

The main characteristics of the Project are described in **Section 2** below.

1.2 The PPP approach

In keeping with the framework policy on PPPs, the MCC has compared various options for developing the Concert Hall. This assessment led it to favour a PPP.

A PPP implies a long-term agreement between the Ministre and the Partner, who will share the risks and benefits associated with the Project. The Partner will assume responsibility for the design, construction, financing, Operation, and Maintenance of the Concert Hall. The Partner will own the Concert Hall during the term of the Partnership Agreement. That ownership will revert to the Government when the Partnership Agreement expires.

The Government will help to fund the Project through payments to the Partner, as described in **Section 2.4** below.

1.3 Purpose of the Request for Qualifications

The purpose of this RFQ is to identify and select Respondents, who will then be invited to respond to the Request for Proposals (RFP), in keeping with the process described herein. This is a major Project, and therefore, the Government intends to entrust it to a Partner that will have demonstrated that it has an interest, the experience, expertise, competence, and capacity to ensure its success.

In order to facilitate the evaluation, Respondent Submissions must adhere to the outline that appears in **Appendix 1**. The Government will select a maximum of three Respondents, based on the evaluation criteria specified in **Section 5**. The Qualified Respondents will then be invited to submit proposals based on the specifications that will be indicated in the RFP that is referred to herein.

1.4 Project team

The MCC has appointed a project director, who is responsible for managing the entire Project.

In addition, together with the PPPQ, the MCC is managing the PPP process for this Project.

The Government has also retained the services of the following experts in order to assist it in implementing the Project:

- | | |
|-----------------------------------|--|
| • Acoustic and Scene Designer: | Artec Consultants Inc. |
| • Financial and process advisors: | PricewaterhouseCoopers
LLP/srl/sencrl |
| • Legal counsel: | Blake, Cassels & Graydon
SENCRL/srl |
| • Selection Process Auditor: | To be named |

As explained in **Section 6.1** of this document, none of the enterprises that are listed in **Appendix 7**, and none of the companies or individuals who are associated with them may work for a Respondent on the Project or participate in preparing their Submission or any other subsequent stage of the selection process. Any violation of these conditions will result in automatic disqualification of the Respondent.

1.5 Oversight of the selection process

The Selection Process Auditor is appointed by the Government. Generally speaking, the Selection Process Auditor's mandate involves overseeing the selection process in order to ensure that it is fair and transparent for the benefit of Government officials and the Respondents. Therefore, the Selection Process Auditor must observe the selection process, and must produce an independent opinion as to whether the selection process was conducted fairly and transparently in terms of the evaluation and selection criteria specified in the RFQ and RFP documents.

2. The Project

2.1 The current situation

The OSM is one of the very few world-class symphonic orchestras that does not have its own concert hall. The OSM is currently a tenant of PdA, and gives most of its performances in Salle Wilfrid-Pelletier. This situation must be remedied for the reasons described below:

Salle Wilfrid-Pelletier

Designed for stage productions and shows, Salle Wilfrid-Pelletier does not provide optimal acoustics for concert music.

In addition, there are a number of other challenges and constraints of varying degrees of seriousness:

- Shared by multiple tenants, Salle Wilfrid-Pelletier lacks the desired scheduling flexibility. The OSM is restricted to performing on Tuesdays, Wednesdays, and Thursdays, and cannot use the hall to attract large audiences on Friday and Saturday nights. In addition, the lack of scheduling flexibility prevents the OSM from recording its performances.
- The configuration of the hall is not well suited to the educational programs that are offered by the OSM.
- The heating in the hall is uneven, which adds to audience discomfort. As a result, concertgoers cannot sit still, which produces background noise that disturbs the musicians and music lovers.
- The seating capacity of the hall (2,990 seats) often exceeds the OSM's real needs. In addition, its large dimensions do not favour the acoustic quality that is required for concert music.

Rehearsal logistics

Because Salle Wilfrid-Pelletier is used by multiple co-tenants, and because of its limited availability, the OSM cannot use it for rehearsals. Therefore, the OSM uses a large backstage room that has been set up for that purpose on a makeshift basis. The acoustics in that inadequate space differ from the performance venue, which forces the musicians to make constant adjustments.

This arrangement involves considerable and arduous shuffling around. Moving instruments and equipment around inside the building is impossible, because the route involves a series of narrow hallways and many stairs. Therefore, transportation between Salle Wilfrid-Pelletier and the rehearsal hall is accomplished by truck, which results in extra time and costs.

Other space reserved for the OSM

The areas attached to Salle Wilfrid-Pelletier are not designed for permanent tenants. In fact, everything is designed for occasional use. The dressing rooms are tight, there are no lockers,

no lounges, and no reception rooms. There is an obvious shortage of space, with no possibility for expansion.

In addition, the temperature and humidity control is not suitable for the instruments that are used.

2.2 Objectives and desired results

In order to remedy this situation, the Government has set out the following main objectives, and has identified the desired results for each one.

OBJECTIVE	DESIRED RESULTS
1. Provide the OSM with a permanent home	• There must be space for musicians, particularly rehearsal rooms and public and private loges that are capable of accommodating all of the musicians and the entire choir (approximately 120 musicians and 200 choir members). • There must be space for auxiliary OSM services, including storage space and offices for operations personnel and technical supervision.
2. Provide Users with a world-class Concert Hall, especially in terms of acoustics	• The configuration and seating capacity of the Concert Hall must be based on acoustic requirements, with approximately 2,100 seats on all levels combined. • The Concert Hall must have world-class acoustics. Its design, particularly in terms of dimensions, shape, and construction materials, must produce quality sound. All entrances must be designed to cut out interfering sounds and lights. Temperature must be precisely controlled based on the standards that are specified by a world-class acoustician.
3. Obtain the most value for its money, in keeping with the Government's targeted budget for the Project	• The Concert Hall must provide optimal technical quality in relation to cost, while adhering to the specified requirements and the Government's budget, which will be indicated in the RFP. • The MCC intends to provide Montréal and PdA with a new, high-quality acoustic Concert Hall whose architecture blends into its urban surroundings. • The ventilation efficiency and air quality of the Concert Hall must meet or surpass ASHRAE standards. • The energy-efficiency of the Concert Hall must meet or surpass the requirements of the <i>Act respecting the conservation of energy in buildings</i> (R.S.Q., c. E-1.1) • At least bronze-level LEED (Leadership in Energy and Environmental Design) certification must be obtained. For the last three requirements, the strictest specifications must be met.

OBJECTIVE	DESIRED RESULTS
4. Complete the Project on schedule	The new Concert Hall should be available for use by August 2011, at the latest.
5. Make the Concert Hall accessible to all	- The design of the Concert Hall must meet or exceed the minimum requirements of the <i>Québec Construction Code</i>, Chapter I, <i>Building</i>, and the <i>National Building Code of Canada</i> 2005 (revised), or any new version that is in effect. - At least 50% of the entrances, including the main entrances, must be universally accessible. In addition, there must be an obstacle-free route from the parking area to the spaces that are used by the public and by staff members.

2.3 Project overview

2.3.1 Physical description of the Project

PdA is a unique site in Montréal, because it encompasses several of the city's main cultural facilities, namely Salle Wilfrid-Pelletier, Théâtre Maisonneuve, and the Musée d'art contemporain. The new Concert Hall will be an important addition to PdA, and will stand in the North East corner.

The urban integration objectives and criteria for the Project are spelled out in **Appendix 3**. In terms of height, the Concert Hall's size must not overshadow Salle Wilfrid-Pelletier's dominance of the site. Due to the planned configuration of the Concert Hall, its lower portion will not all be on the same level, which will require the demolition of a portion of the existing PdA esplanade. This will reduce parking capacity at PdA. More details will be provided in the RFP.

The gross area of the Project totals approximately 15,000 m². Details of the space plan can be found in **Appendix 2**.

2.3.2 Role of the MCC's Acoustic and Stage Designer and Acoustic and Stage Specifications

The MCC has engaged the services of an acoustic and stage designer, who will determine the main acoustic and stage specifications for the Concert Hall. **Appendix 9** contains a description of these requirements and the consultant's role.

2.3.3 Management of hazardous materials at the Project site

Studies are underway to determine the presence of any hazardous materials at the PdA site. The location of any hazardous materials will be identified, and the clean-up will be completed before the Partnership Agreement is signed and before the start of the work that it calls for.

Therefore, the Partner will not be responsible for managing the removal of any hazardous materials found at the Project site.

2.3.4 Concert Hall availability and sharing by Users

The OSM expects to use the Concert Hall up to 240 days per year, with PdA using it for up to 125 days. The Partner will not be responsible for managing Concert Hall booking and sharing by Users. A booking priority system will be set up for them. More details concerning the Concert Hall usage will be provided in the RFP.

2.4 Responsibilities of the Partner

Respondents must assume that they will have to consider all of the administrative and technical factors involved in carrying out the Project that would normally be undertaken by the Government under the conventional approach. The Government's responsibility for the Project will be limited to what is specified in the Partnership Agreement.

Respondents must also consider that they must fulfil their obligations, particularly with respect to the design, construction, commissioning, quality control, Operation, and Maintenance of the Concert Hall in the context of the Project, for the full term of the Partnership Agreement, and adhere to the conditions respecting the reversion of ownership.

The main terms and conditions of the Partnership Agreement that is proposed by the Government are described in **Appendix 4**. They are intended for information purposes only, as an indication of the partnership and the sharing of risks and responsibilities that the Government envisions. The terms and conditions of the Partnership Agreement will be spelled out in the draft Partnership Agreement that the Proponents will receive with the RFP.

In order to achieve the desired results, the Government intends to entrust the following responsibilities to the Partner. In carrying out the Project, the Government intends to transfer all of these responsibilities to the Partner based on the performance criteria and the terms and conditions specified in the RFP.

Permits and approvals

The MCC will obtain the necessary preliminary approvals for proceeding with the Project, particularly in terms of compliance with municipal by-laws. However, the Partner is responsible for obtaining all other approvals, including building permits, as well as any other approval that is required in order to carry out the work that is called for in the context of the Project.

Design

The Partner must design the work that is called for by the Partnership Agreement, in keeping with the results that are desired by the Government, while meeting all of the specifications, including environmental requirements. Given the Project's high profile in the theatre district, special attention must be paid to the architecture of the building.

The MCC will retain responsibility for acoustic design. More details concerning this appear in **Section 3.1.2** and in **Appendix 9**.

Construction

The Partner must carry out the construction and acquire and install all of the Special Equipment that is called for in the Partnership Agreement. The Partner must meet all of the specifications at all times, including environmental requirements, and must achieve all of the Project's targeted results.

Maintenance

The Partner will be responsible for Maintenance of the building, including its electromechanical equipment, for the full term of the Partnership Agreement. This responsibility includes regular and major Maintenance of the building and its components, managing energy, and maintaining sufficiently comfortable conditions (temperature, humidity, air quality) based on generally accepted industry standards and the performance requirements that will be specified in the RFP. This responsibility also includes Maintenance and repair of the Special Equipment.

Operation

The Partner will be solely responsible for Operation, including security, making the Special Equipment available to users, and managing the bars, ushers, and cloakrooms. However, the Partner, will not be responsible for the day-to-day use of the Special Equipment. This will be the responsibility of Users or whomever they engage for this purpose. **Appendix 8** lists the Special Equipment that the Partner will be responsible for.

The Partner will not be responsible for the box office, programming commercial activities in the Concert Hall, or planning artistic events. However, the Partner will be responsible for collecting the revenue from the bars and cloakrooms, which must be remitted to the Users. Revenue-collection procedures will be detailed in the RFP (see **Appendix 4**).

Exclusivity period for Special Equipment

For a limited number of artistic events, Users will be able to supply their own equipment instead of using the Special Equipment. In addition, some of the Special Equipment will be upgraded during the term of the Partnership Agreement. The usage procedures and upgrade process for the Special Equipment will be defined in the Partnership Agreement.

Financing

The Partner will be responsible for working out and assembling the financing for the Project.

2.5 Compensation of Partner

Assuming that all of its obligations under the Partnership Agreement are fulfilled, the Partner will be compensated through a combination of the following payments from the Government:

- Payments linked to availability and performance;
- Payments linked to the use of the Concert Hall.

Payments linked to availability and performance

In order to be entitled to these payments, the Partner must meet the availability and performance requirements for the Concert Hall, which will be specified in the Partnership Agreement.

These requirements for the Concert Hall will primarily cover the following factors:

- Accessibility of the Concert Hall;
- Security of use;
- Conditions during usage (e.g.: temperature, humidity);
- Routine Maintenance and cleanliness of the hall;
- Major Maintenance of the hall;
- Availability of the Special Equipment for Users.

In the final years of the Partnership Agreement, the Ministre may hold back some of these payments if the physical condition of the assets is not as specified in the Partnership

Agreement. Details of this holdback mechanism based on the condition of the assets will be provided when the RFP is issued.

Payments linked to the use of the Concert Hall

These payments are based on that use of the Concert Hall, particularly in terms of the services provided by the bars, cloakrooms, and ushers.

3. Partner Selection Process

3.1 Description of the selection process

The Partner will be chosen through a selection process that consists of two main steps:

- This RFQ, at the end of which a maximum of three Respondents with the highest scores over 60% for the predetermined standards will qualify (see **Section 5.4**);
- The RFP from Qualified Respondents, at the end of which a Proponent will be chosen to sign the Partnership Agreement.

The steps in this process are detailed below.

3.1.1 Request for Qualifications

The purpose of this RFQ is to select a maximum of three Respondents, who will be asked to respond to an RFP.

Respondents who respond to the RFQ must demonstrate the following:

- Their architectural design capacity;
- Their ability to design and build the Concert Hall;
- Their ability to operate and maintain the Concert Hall;
- Their ability to finance the work and to structure the financing required in order to attain the Project objectives that are set forth by the Government.

In the case of a Consortium, the composition and the role of each Member and Participant must be described.

3.1.2 Request for Proposals

The procedure described below is intended for information purposes only. The details of the RFP are preliminary, and may be modified by the Government at its discretion.

The RFP will ask Proponents to submit a detailed proposal for carrying out the Project. This will include a technical proposal, a financial proposal, and a bid guarantee in the form specified in the RFP. Each proposal must include a commitment from the financiers to provide the funds.

The technical proposal must describe the proposed architectural and structural components in sufficient detail to allow them to be assessed on their merits and technical feasibility.

The financial proposal must focus primarily on the amount of the payments tied to the availability and performance and those tied to the use of the Concert Hall, as described in **Section 2.5**. The amount of these payments will be a decisive factor in the selection of a Partner, along with the proposed architectural calibre.

Acoustics

Given the difficulty of translating the Concert Hall's expected acoustic characteristics into contractual performance standards, the acoustic risk involves special issues. In light of this, the MCC has decided to retain and assume the acoustic risk, in order to guarantee world-class quality. An approach based on detailed specifications has been adopted in order to ensure that acoustic quality is in keeping with the needs of the Users. Therefore, the Partnership Agreement will contain a set of technical specifications for components that might affect the Concert Hall's acoustics, which the Partner's design will have to meet.

However, each Proponent will be free to suggest adjustments to the acoustic and stage design specifications in order to adapt them to the specifics of their proposal. A Proponent's request for adjustments and the responses to MCC requests will be treated confidentially, and will under no circumstances be conveyed to the other Proponents.

The MCC reserves the right to accept any proposed modification to a specification if it improves or preserves the acoustic quality of the Concert Hall, or to refuse it at its sole discretion. This interaction will take place under the supervision of the Selection Process Auditor.

Partnership Agreement

A draft Partnership Agreement will be included in the RFP. Proponents will have an opportunity to comment on and propose amendments to the wording of the draft Partnership Agreement. Subsequently, each Proponent will present its main proposed amendments in individual meetings with the MCC, and will be able to clarify the content if necessary. The MCC, at its sole discretion, will then determine which of the comments and amendments will be reflected in the revised version of the Partnership Agreement.

The revised draft of the Partnership Agreement will be given to Proponents, who will have a second opportunity to make comments or to suggest amendments to the MCC in writing. At the end of this process, which will take place prior to the deadline for submitting proposals, the final draft of the Partnership Agreement will be distributed to the Proponents. Each Proponent's proposal will then have to be based on the final version of the Partnership Agreement, which will be the same for all Proponents, and on the acoustic and stage design specifications, which may differ for each Proponent.

This stage will culminate in the announcement of the Selected Proponent. At that point, the final stages leading up to closing the transaction will be embarked upon.

3.2 Proposal Agreement

The MCC plans to issue a Proposal Agreement along with the RFP. The Proposal Agreement must be signed by each Qualified Respondent at the outset of the RFP process, and will be a mandatory condition for participating in the selection process, submitting a proposal, and obtaining the payments described below. The Proposal Agreement will specifically set forth the confidentiality obligations, the guarantees to be provided by Proponents, and the terms for compensating Proponents under the RFP, as follows:

- Each Proponent will be paid \$200,000 if the Government terminates or abandons the selection process after issuing the RFP but before the deadline for submitting proposals;
- Proponents will be paid \$300,000 if:
 - ✓ they submit a proposal;
 - ✓ their proposal is not declared non-compliant; and
 - ✓ they are not selected as the Selected Proponent.

In addition, the Selected Proponent will be paid \$300,000 if the Government cancels the Project between the time when the Proponent is chosen and the effective date of the Partnership Agreement;

The terms and conditions for compensating Proponents will come into effect upon the signature of the Proposal Agreement.

3.3 Government approvals

The Project was submitted to the Conseil des ministres on December 13, 2006, in order to obtain approval to proceed with the RFQ. The Government authorised the Ministre to go ahead with this stage of the selection process.

Following the RFQ, the draft Partnership Agreement and RFP must be submitted to the Government so that the Ministre can be authorised to issue the RFP.

Following the RFP, once the Selected Proponent has been announced and the legal documentation has been finalised, the Partnership Agreement must be submitted to Cabinet so that the Ministre can be authorised to sign it.

3.4 Transparency of the selection process

This RFQ is a public document, and the RFP will also be a public document following the signature of the Partnership Agreement, with the exception of information that is protected under the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1).

Following the signature of the Partnership Agreement, a summary of the comparative study that led the MCC to the conclusion that a PPP was the best option for carrying out the Project will also be made public.

In addition, the entire selection process, up to the signature of the Partnership Agreement, will be overseen by the Selection Process Auditor, who will issue a final report at the end of the process. This report will be made public.

The information and data provided by Respondents will be treated confidentially, as described in **Section 6.3** below, in accordance with all applicable laws.

3.5 Planned schedule

Respondents must present their Submissions by **3:00 p.m. (Montréal time) on February 28, 2007**, as described in **Section 4** below. A draft of the entire schedule for the selection process is presented below:

ACTIVITY		DEADLINE
1.	RFQ issued	December 15, 2006
2.	Information session and site visit	January 19, 2007
3.	End of question period for the RFQ	February 7, 2007
4.	Deadline for submitting an RFQ	February 28, 2007
5.	Announcement of Qualified Respondents invited to respond to the RFP	April 4, 2007
6.	RFP issued	June 2007
7.	Deadline for proposals	December 2007
8.	Selection and announcement of the Selected Proponent	March 2008
9.	Signature of the Partnership Agreement and financial closing	May 2008
10.	Expected commissioning	2010-2011

The Government reserves the right to modify this schedule at its sole discretion.

3.6 Opening of Submissions

Once the deadline for submitting an RFQ has elapsed, the Government will publicly open the Submissions at the place specified for their delivery.

Once the deadline for submitting an RFQ has elapsed, the Government will publicly announce the names of Respondents who presented a Submission, including their Members, and will send a copy of the list to the Respondents upon request.

4. Instructions for Respondents

4.1 Time and place for submitting an RFQ

Submissions must be addressed to:

REQUEST FOR QUALIFICATIONS
NEW ACOUSTIC CONCERT HALL FOR MONTRÉAL
AGENCE DES PARTENARIATS PUBLIC-PRIVÉ DU QUÉBEC
Attention: Guy Choinière, Vice-President – Projects
500 René-Lévesque Boulevard West, Suite 1501
Montréal QC H2Z 1W7
CANADA

The Submission deadline is **3:00 p.m. (Montréal time) on February 28, 2007**. Any Submissions that are received after that time will be returned to the sender unopened.

Respondents are responsible for ensuring that their Submissions are delivered to the above location before the deadline.

Submissions that are sent electronically or by fax will not be accepted.

4.2 MCC Representative

In order to ensure consistency in interpreting this RFQ, and to facilitate the exchange of information, the Government has appointed the following person as its representative:

Guy Choinière, Vice-President – Projects
Agence des partenariats public-privé du Québec
Address: 500 René-Lévesque Boulevard West, Suite 1501
Montréal QC H2Z 1W7
CANADA
Fax: 514-273-2383
E-mail: osm-aq@ppp.gouv.qc.ca

All requests for information must be submitted, in writing, by letter, e-mail or fax. The MCC Representative is the only person with whom potential Respondents may communicate in connection with this RFQ.

4.3 Examination of documentation

Respondents shall verify that they have received every section of the RFQ and all of the Appendices that are listed in the Table of Contents. Unless the MCC Representative is notified otherwise prior to the opening of Submissions, all of this documentation is considered to have been received by such Respondent.

Respondents shall examine the RFQ documentation carefully, and are responsible for ascertaining the purpose and requirements of this RFQ. If a Respondent notes any ambiguities, oversights, or discrepancies in the documentation, or has any questions concerning interpretation, he shall notify the MCC Representative to that effect.

As stated in the undertaking form that appears in **Appendix 5**, by depositing their Submission, Respondents acknowledge that they have examined the documentation, and accept the terms, obligations, and conditions.

4.4 Questions and answers

All Respondents who have questions concerning this RFQ shall submit them to the MCC Representative in writing on or after January 3, 2007. The deadline for receiving questions is 3:00 p.m. (Montréal time) on February 7, 2007.

Any communication with the Government or with any other unauthorised person may result in the disqualification of the Respondent concerned.

If a question or an answer leads to an amendment to this RFQ, an addendum will be sent to all parties who requested the RFQ documents. Only the information that the MCC Representative provides in writing in the form of an addendum shall be used to amend the RFQ requirements. Any other information that is provided is not binding upon the Government, and Respondents must not rely on it.

The Government reserves the right to refuse to answer certain questions.

Each addendum will complement or replace the information or the requirements contained herein, where applicable. Addenda will be distributed through the Système Électronique d'Appel d'Offres (SÉAO).

If a Respondent does not wish to have the answer to its question shared with other Respondents, it must state that the question is confidential when submitting it. If the MCC considers that the question should be answered confidentially, it may do so. However, if for any reason the MCC determines that it should not answer the question confidentially (taking into account the principle of fairness for the selection process), the Respondent concerned shall be informed, and the question shall not be answered. The Respondent concerned may then submit the question without specifying that it is confidential. Notwithstanding the foregoing, the MCC reserves the right to issue an answer to a confidential question that it does not consider to be confidential if, in its opinion, the question indicates an error or an inconsistency in any RFQ document, or if it calls for an amendment.

4.5 Information session and site visit

On January 19, 2007 in Montréal, the Government will conduct a general information session followed by a visit to Salle Wilfrid-Pelletier and the planned site for the Concert Hall. Potential Respondents who have received a copy of this RFQ will be invited to attend.

During the information session, the Government will brief participants with respect to the details of the Project, the RFQ document, and the term sheet of the planned Partnership Agreement.

4.6 Preparation and format of the Submission

Submissions will be evaluated by a Selection Committee, based on the criteria and weighting that are specified in **Sections 5.4** and **5.5**. In light of this, it is essential for Respondents to provide precise and ordered responses to the established criteria by indicating, for each criterion, why they are capable to complete the Project.

The rules respecting the form and content of the Submission appear in **Appendix 1**, and must be followed.

The Government wishes Submissions to meet the following format requirements:

- Submissions must be on 8½" x 11" paper, or international system equivalent (A4);
- Submissions must be written in French, with the exception of Board resolutions, financial statements, annual reports, and credit rating reports, which may be in French or in English;
- The description of each Project must be no more than three pages;
- The font used must be Times New Roman, 11 point, single-spaced;
- Respondents must deliver twelve (12) signed copies of their Submission, including one clearly marked original, in a sealed envelope that bears the return label as illustrated in **Appendix 6**;
- Along with the original, Respondents must provide a CD or DVD that contains an electronic version of their Submission.

4.7 Withdrawal of Submissions

A Respondent may withdraw its Submission by giving the MCC Representative written notice prior to the Submission deadline, without thereby foregoing its right to present another Submission before the deadline.

5. Evaluation of Submissions

Submissions must be prepared and presented as outlined in **Appendix 1**.

5.1 Selection Committee

Submissions will be analysed and evaluated by a Selection Committee, which will make the appropriate recommendations to the MCC. Based on the recommendations, the MCC will select the Qualified Respondents.

The Selection Committee will consist of 8 representatives from the MCC, the Ministère des Finances, the PPPQ, the OSM, PdA, and experts in the appropriate fields. The committee will evaluate the Submissions that are considered eligible based on the requirements and documentation specified herein.

5.2 Evaluation of Submissions

Submissions will be evaluated in two stages. The first stage involves ensuring compliance with all of the eligibility criteria (see **Section 5.3**).

The second stage involves assessing the Submissions by first ensuring they meet the eligibility conditions (as specified in **Section 6.1**), and then assessing their demonstrated technical capacity and abilities (design and construction, architecture, Operation and Maintenance, and teamwork) and financial capacity and abilities (financial capability, financing ability, and ability to secure guarantees).

5.3 Eligibility criteria

Submissions that fail to comply with any of the following conditions will be considered to be unacceptable, and will be disqualified:

1. Submissions must be submitted to the address specified herein before the deadline;
2. An undertaking form, written in French, with no modifications or changes to the form or the content, as indicated in **Appendix 5**, must be produced by an authorised representative of each Respondent and Member;
3. A certified true excerpt of a resolution, or some other form of confirmation, in either French or in English, indicating that the representative of each Respondent and Member is authorised to sign the undertaking form that appears in **Appendix 5**, must accompany each Respondent's and Member's undertaking form.

However, any errors or omissions pertaining to the third condition above will not result in automatic disqualification, insofar as the Respondent remedies the error or omission to the satisfaction of the Selection Committee within 24 hours of the Committee's request.

In addition, while it is not an eligibility requirement, a representative of each Participant and each Key Individual who is not an employee of the Respondent, a Member, or a Participant, must produce an undertaking form, written in French, in the form and content specified in **Appendix 5**, along with the concerned Respondent's Submission. Failing which, the involvement of the Participant or Key Individual with the Respondent will not be considered in assessing the Submission.

5.4 Assessment criteria

The Selection Committee will examine all Submissions that are considered to be acceptable based on the assessment criteria described below. In order for their capacity and competence to be assessed, Respondents must describe their qualifications by providing the information that is requested in **Appendix 1**.

The Partner's responsibilities demand a variety of experience, expertise, and abilities, and therefore, the MCC recognises the difficulty that a single enterprise might face in terms of meeting all of the assessment criteria, and in light of this, is prepared to receive Submissions from Consortiums that are formed for the purposes of the Project.

Respondents must specify which of their Members, Participants, or Key Individuals have the expertise, competence, or ability required for each assessment criterion. If a Submission does not include a complete team to handle all of the anticipated responsibilities, a clear, precise plan indicating how the Respondent intends to fulfill those responsibilities must be included.

The total weighting of the evaluation grid is 100, and the weight assigned to each criterion is based on its relative importance. For each criterion, the Selection Committee will grade each Respondent with a score between zero and the maximum specified in the evaluation grid below.

Respondents agree to provide the Selection Committee with all of the details required in order to clarify information in their Submission within a time frame as determined by the committee, which can however not be less than 48 hours from the committee's written request. The information that is provided will become an integral part of their Submission. However, the details must not enhance the qualitative aspect of their Submission, and must not add any new elements that are not already covered by their Submission.

The MCC will not accept any additional or clarifying information that it has not requested.

The Selection Committee will determine to what extent each Submission meets the requirements of this RFQ, and will assess it based only on the information that is contained in the Submission, along with any details that are received in response to the committee's requests for clarification.

The Selection Committee will evaluate acceptable Submissions based on the following criteria:

EVALUATION GRID

EVALUATION CRITERIA	MAXIMUM SCORE
1. Technical capacity and competence:	
a) Building design and construction	20
b) Architecture	30
c) Operation and Maintenance	20
2. Financial capacity and competence:	
a) Financial capability	13
b) Financing ability	7
c) Ability to secure guarantees	5
3. Teamwork:	
a) Teamwork	5
Total	100

A Respondent who fails to provide information pertaining to a particular evaluation criterion will receive a score of zero for that criterion.

5.5 Selection of Qualified Respondents

The three Respondents with the highest total score among those who score at least 60% for criterion 1 (technical capacity and competence) and at least 60% for criterion 2 (financial capacity and competence) will be added to the list of Qualified Respondents.

The Government reserves the right not to accept any of the Submissions.

5.6 Transmission of the evaluation results to Respondents

Upon completion of the evaluation, all Respondents will receive the following information:

- The number of Submissions that are considered to be acceptable and unacceptable;
- Their total score, if their Submission was considered to be acceptable, or otherwise the reasons their Submission was considered to be unacceptable;
- The names of the Qualified Respondents.

6. General conditions

6.1 Eligibility

Due to their involvement with the Project, the enterprises that are listed in **Appendix 7** and any individuals or companies that are associated with said enterprises are not eligible to participate as a Member, Participant, or Key Individual of a Respondent, or in any other capacity with a Respondent.

6.2 Communication

Respondents must refrain from any communication pertaining to this RFQ and the Project with any member of the Québec Assemblée Nationale or their staff, Government officials, or anyone who is associated with the Project in any way whatsoever, except for the MCC Representative, failing which, the Respondent is liable to be disqualified.

6.3 Confidentiality

The Government will respect the confidentiality of information that is provided by Respondents to the extent provided for in the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1).

Therefore, all Respondents who present a Submission agree to the disclosure of the following information:

- Their name, whether or not their Submission is accepted;
- If applicable, the fact that their Submission is accepted.

The preceding paragraph applies to every Member or Participant of a Respondent, with the appropriate adjustments.

6.4 Conflicts of interest

Respondents that might be in a conflict of interest situation, whether real or apparent, are obliged to disclose it in their Submission.

Members, Participants, and Key Individuals of a Respondent (including persons and companies associated with those Members, Participants, and Key Individuals) cannot be part of another Respondent that presents a Submission in response to this RFQ.

If a conflict of interest situation arises after a candidature is submitted, a Respondent must immediately notify the MCC Representative, who may, at the discretion of the MCC, instruct the Respondent to remedy the conflict of interest situation, to the satisfaction of the MCC, or disqualify the Respondent.

6.5 Collusion

Respondents must present their Submissions with no joint action, exchange, or comparison of information or arrangement with any other Respondent (or any other employee, representative, or Member of a Respondent). Each Respondent is responsible for ensuring that it participates in this RFQ process honestly, with no collusion. If a case of collusion comes to light, the Government may disqualify the Respondents involved.

6.6 Respondents' costs and expenses

The Government will not reimburse Respondents for any costs or expenses related to this RFQ.

6.7 Change in the composition of a Respondent

Respondents may not add, remove, or replace any Member, Participant, or Key Individual, or make any change to the participation of any Member, Participant, or Key Individual between the time when the Submission is submitted and the time of the announcement of the Qualified Respondents pursuant to this RFQ. Any change in violation of the foregoing may result in disqualification of the Submission.

A Qualified Respondent who wishes to add, remove, or replace any Member, Participant, or Key Individual, or to make a change to the participation of any Member, Participant, or Key Individual, must submit the changes to the MCC Representative, in writing, along with an explanation of the nature and the reasons for the change, so that the Government can assess the request. All proposed changes are subject to MCC review and approval, entirely at its discretion.

Any changes that violate the provisions of this section may lead to the disqualification of the Qualified Respondent.

6.8 Government's rights

The Government is fully empowered to obtain independent verification of the information pertaining to a Respondent.

This RFQ does not oblige the Government to sign a Partnership Agreement with any Respondent, and it does not constitute an offer to sign an agreement with any party.

The Government reserves the right, and is fully empowered, to modify the dates, deadlines, parameters, and scope of the Project, to reject any or all Submissions, to cancel this RFQ or the Project, to launch a new RFQ for the Project, to modify the selection process or to decide not to issue an RFP, or to carry out the Project or a similar project itself (or through a Government body), without incurring any liability for the costs or damages incurred by any Respondent.

The Government reserves the right, and is fully empowered, to overlook or to allow for the correction of any irregularity that it considers to be minor in a Submission, and to request clarification or additional information concerning any Submission.

The Government reserves the right to disqualify any Submission that, in its opinion, contains false or misleading information.

No recourse is permitted against the Government or its representatives and advisors for any reason whatsoever stemming from the exercise of the rights and powers as described in this section, as applicable.

6.9 Government's responsibility for the accuracy of information

The Government and the organizations, partnerships, and persons named in **Section 1.4** waive all liability, and in no way guarantee the accuracy, relevance, or integrity of the information provided by the Government or a third party and conveyed to a Respondent with respect to this RFQ. Only the information that is contained herein and in possible addenda shall be considered by potential Respondents.

6.10 No recourse

No recourse is permitted against the Government or its representatives and advisors on any grounds whatsoever related to the preparation, receipt, eligibility, or acceptance of a Submission.

6.11 Legal framework

This RFQ is authorised pursuant to Section 60 of the *Public Administration Act* (R.S.Q., c. A-6.01).

6.12 Ownership of documents

General clause

Submissions that are presented by Respondents, along with all accompanying documentation, become the exclusive property of the Government, with no compensation.

Additional information pertaining to the treatment of financial statements

The Government wishes to inform Respondents, Members, and Participants that they are free to submit their financial statements with their Submission in a separate, sealed, clearly marked envelope. All Selection Committee members must sign a confidentiality agreement with the Government and will be obliged to keep all information obtained in the course of evaluating the Submissions confidential. The Government will respect the confidentiality of information that is provided by Respondents, to the extent stipulated in the *Act respecting access to documents held by public bodies and the protection of personal information*, as described in **Section 6.3** above. In addition, the Government undertakes not to make any photocopies of the financial

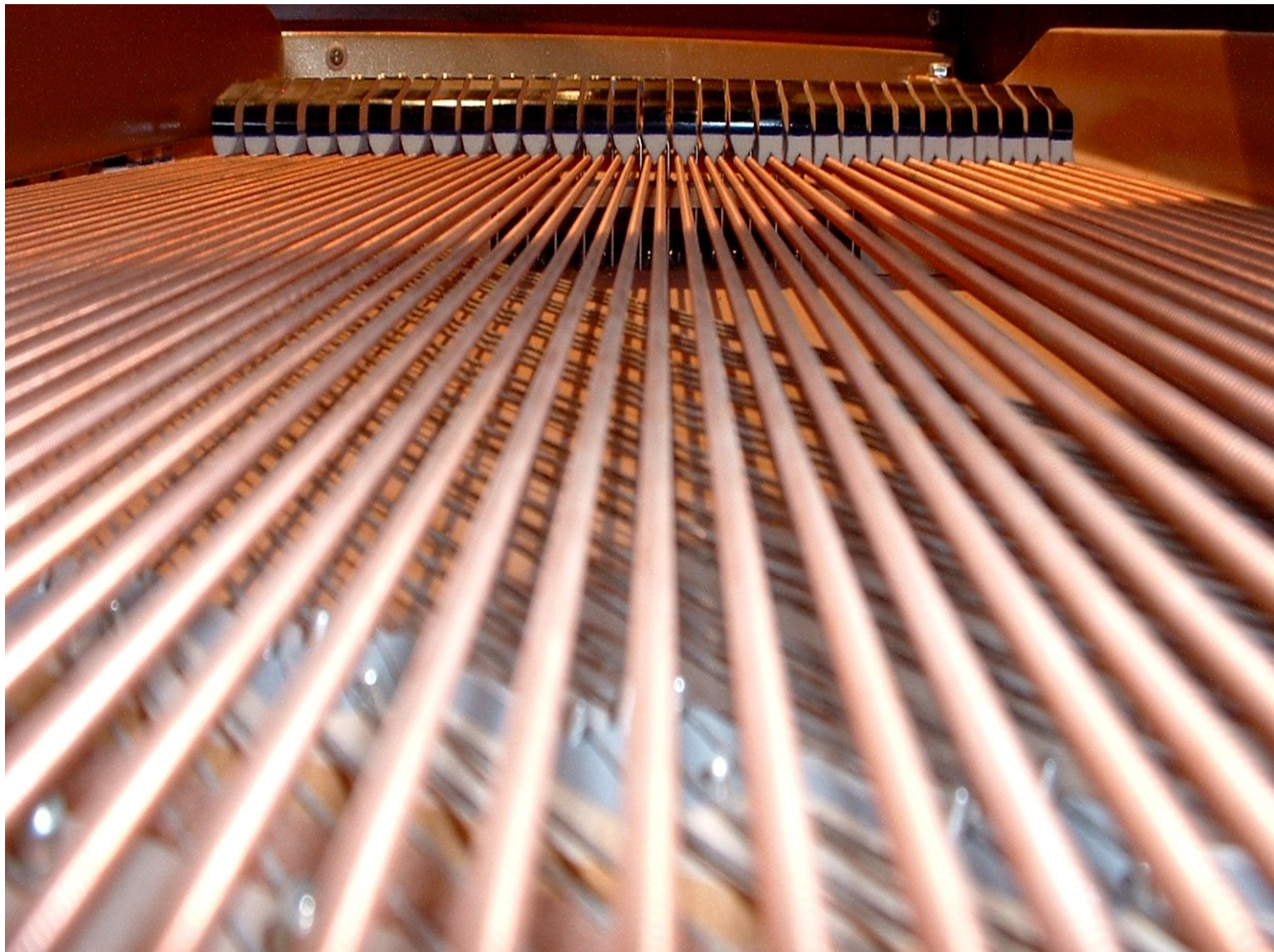
statements provided by the Respondent with the Submission, if the Respondent issues a written request to that effect. Finally, and solely in response to a written request, the Government will return the financial statements of the Respondents, Members, or Participants who were not selected following the announcement of the Qualified Respondents.

6.13 Official version of the RFQ

Only the French version of this RFQ is official and has legal force. The English version is provided for information purposes only.

6.14 Official language

Pursuant to Article 21 of the *Charter of the French language* (R.S.Q., c. C-11), contracts signed by the Government, its departments, and its agencies must be written in the official language, which is French.



REQUEST FOR QUALIFICATIONS
FOR THE DESIGN, CONSTRUCTION, FINANCING,
OPERATION, AND MAINTENANCE OF A NEW ACOUSTIC
CONCERT HALL IN MONTRÉAL

APPENDIX 1 TO 9

December 15, 2006

Appendix 1

Submission Outline for Respondents

Appendix 1 – Submission Outline for Respondents

General

All Submissions must adhere to the outline provided below, and follow the indicated order and numbering.

Respondents must limit their submissions strictly to information concerning their organization and experience, including that of their Members, Participants, and Key Individuals.

Submissions must be written in French, with the exception of board resolutions, financial statements, annual reports, and credit rating reports, which may be in French or in English.

Submissions must be on 8½" x 11" paper, or international system equivalent (A4) in Times New Roman, 11 point, single-spaced.

Respondents must produce 12 copies of their Submission, including a clearly marked original, placed in a sealed envelope that bears the return label that appears in **Appendix 6**. Along with the original, Respondents must provide a CD or DVD that contains an electronic version of their Submission.

Evaluation

Submissions will be evaluated according to the eligibility requirements and assessment criteria that are specified in **Sections 5.3, 5.4, and 5.5** of this RFQ, based on the information that is requested here in **Appendix 1**.

The following program documentation forms part of the RFQ, and the assessment criteria will be applied to the Respondents' demonstration of their ability to satisfy the objectives, the criteria, and the expectations stated therein:

- Space Plan (see **Appendix 2**);
- Urban and Architectural Integration Objectives and Criteria (see **Appendix 3**);
- Role of the MCC's Acoustic and Scene Designer and Acoustic and Stage Specifications (see **Appendix 9**).

Description of projects

Respondents must provide a description of up to three pages for each project submitted, as described in more detail in **Sections 4, 5, and 6** of **Appendix 1** below. In addition to the information requested in each section, the project information must include:

- The name and location of the Project, as well as client's name;
- Photographs, drawings, and plans illustrating the Project;
- A summary description of the Project;

- Project start and finish dates, and the Respondent's work schedule for the Project;
- The initial budget and the final cost of the Project (in year-of-completion dollars);
- A detailed description of the work and the responsibilities of the Respondent and its Members, Participants, and Key Individuals (as applicable) in the project mentioned corresponding to those desired for the current Project;
- At the very least, a reference from the project client (name, title, organization, current address, telephone, fax, and e-mail). Contact persons must be independent of the Respondent, and must be available to be contacted without intermediary by the MCC;
- Any other information that demonstrates the expertise of the Respondent and its Members, Participants, and Key Individuals.

The same project may be described more than once if the Respondent's participation in the project demonstrates multiple pertinent competencies as applicable to this RFQ.

In addition to the limit of three pages per project specified above, Respondents may include no more than five pages of photos and other visual material to be used in evaluating the pertinence and quality of their experience and the results achieved. However, these five extra pages will not be considered in evaluating the architectural quality of the Project.

All projects specified in **Sections 4 and 5 of Appendix 1** must have been carried out by one or more of the Respondent's Members or Participants who are identified as being responsible for the corresponding competency.

1. INTRODUCTION

The first pages of the Respondent's Submission must comprise the Undertaking Forms (**Appendix 5**). In addition to the Respondent, each Member, Participant, and Key Individual (not employed by the Respondent, by a Member, or by a Participant) must also sign an Undertaking Form, as applicable.

The pages that follow must comprise the board resolution or other form of signing authority granted to the representative of the Respondent and to each Member and Participant, as applicable.

Finally, Respondents must provide an executive summary (maximum of 3 pages) of their Submission.

2. IDENTIFICATION OF THE RESPONDENT

2.1 Description of the Respondent

The Respondent must provide a description of its business, including a description of all Members and Participants (where applicable) and the current or planned legal relationships between them. The Respondent must also provide:

- a general introduction to the Respondent;
- the address of the Respondent's head office;
- the locations of the Respondent's offices in Canada and Québec;
- an identification of the Respondent's principal businesses.

This information must also be provided for each Member and Participant. If applicable, Respondents must also indicate the planned percentage of financial interest belonging to each Member, as well as the nature and origin of invested capital (in kind, goods or services provided by the member or one or more associates, etc.). The percentages of financial interest will be used to assess financial capacity and competence, as specified in **Section 5 of Appendix 1**.

2.2 Roles of Members and Participants

The Respondent must describe the respective roles of its Members and Participants. The Respondent must provide one or more organization charts that depict their inter-relationships during the various phases of contract award, design, construction, commissioning, operation, and maintenance. The organization charts must clearly indicate the responsibilities and hierarchical relationships among Members and Participants in each phase.

2.3 Roles of Key Individuals

In addition to providing the corporate organization charts specified above, the Respondent must describe the roles of Key Individuals in detail, by producing one or more organization charts that identify them and that depict their inter-relationships during the various phases of contract award, design, construction, commissioning, Operation, and Maintenance. The Respondent must ensure that the Key Individuals have the experience required for the Project, as specified in this Appendix.

For each Key Individual, the Respondent must specify the employment or contractual relationship that binds that person to the Respondent. A Key Individual who is not an employee of a Member or Participant must sign the Undertaking Form that appears in **Appendix 5**.

2.4 Identification of the Respondent's representative

The Respondent must provide the name and contact information pertaining to the Respondent's representative, with whom the Government will communicate regarding any requests, questions, or clarification. Contact information must include a telephone number, a fax number, an e-mail address, and a mailing address.

3. CURRICULUM VITAE OF KEY INDIVIDUALS

For evaluation purposes, the Respondent must provide a CV (maximum of 3 pages) for each Key Individual who will fulfill any of the following functions:

- Project director (Key Individual 1);
- Person responsible for building design (Key Individual 2);
- Person responsible for architectural achievement (Key Individual 3);
- Person responsible for construction (Key Individual 4);
- Person responsible for Operation (Key Individual 5);
- Person responsible for Maintenance (Key Individual 6);
- Person responsible for financing (Key Individual 7).

Each Key Individual's CV must demonstrate recent major professional experience that is pertinent to each of the competencies that are required in order to fulfill the responsibilities assigned to that person in the context of projects that are comparable in nature and scope to the present Project. The CVs must also include the following information:

- The number of years of experience, positions held, names of employers and employment dates, and a detailed description of project duties, roles, and experience;
- The number of years of experience in the proposed role for the present Project;
- Three contact persons representing clients who are capable of confirming the performance, expertise, and quality of work of the Key Individual on past projects.

The Respondent must also confirm the availability of each Key Individual for the Project on its Undertaking Form (see **Appendix 5**).

A Key Individual may be assigned more than one function. In such a case, the Respondent must provide an adapted CV for each function that the Key Individual will perform, or state that a single CV is being submitted for all of the functions to be fulfilled by that Key Individual.

4. TECHNICAL CAPACITY AND ABILITIES

The Respondent must prove that it has sufficient technical capacity and ability to carry out the Project in keeping with the criteria specified in **Sections 4.1 to 4.4** below.

4.1 Ability in design and building construction

The Respondent must demonstrate its experience in design, particularly in the realm of mechanical and electrical, structure and in building construction. The Respondent must describe four real-estate projects involving either or both of these components (design and/or construction). These projects must be comparable to the present Project in scope, content, cost, and schedule in order for the experience to be relevant to the present requirements. The Respondent must indicate which of its Members or Participants will be responsible for project design and/or construction. The four projects that are described must have been carried out by these Members or Participants.

The information provided must demonstrate the following factors:

- Experience in the technical design of major projects in an urban setting;
- The ability to carry out projects without interrupting the activities of the adjacent site during construction;
- Experience in carrying out projects that feature a major acoustic component;
- Innovative capacity in the technical design of similar projects;
- The ability to meet deadlines;
- The completion of projects involving substantial connections to existing facilities and bringing buildings up to code.

For each project described, the Respondent must indicate the precise role of each Key Individual. The design abilities of Key Individuals 1, 2 and 3 will be evaluated in this section, along with the construction abilities of Key Individuals 1, 3, and 4.

4.2 Ability in architectural achievement

Project file

The Respondent must submit documentation concerning five architectural projects that have been carried out in the past 10 years. These must be projects that the Respondent considers to be particularly significant, representative, and pertinent to demonstrating its architectural design skills. Two of these projects must be comparable to the present Project in scope, content, cost, and schedule in order for the experience to be relevant to the present requirements.

For the five architectural projects described, the following requirements must be included, in addition to the general requirements that are specified in the **Description of projects** section of **Appendix 1**.

If the Respondent was not responsible for all of the architectural services, it is important to specify the names of the other firms that were involved, their respective responsibilities, and the contractual relationship between the architects and the general contractor.

The projects may be described through the use of photos and drawings as well as text that explain the architectural dimension. The text must include the following information: project and site constraints, and solutions provided by the proposed concept by describing the project's relationship to its surroundings.

The following information must be provided for each project: the name of the architect responsible for the architectural design, a summary timetable (concept, preliminary design, final design, construction), a summary program, and the name of the project manager (if other than the architect who was responsible for the design).

The Respondent must specify which Members or Participants will be responsible for architectural design and development. The five projects that are described must have been carried out by these Members or Participants.

The expertise demonstrated by the project descriptions must include the following details:

- Creative capacity in a heritage urban setting;
- The ability to carry out projects involving a complex urban integration challenge;
- The design of similar projects, particularly a concert hall;
- The ability to create indoor atmospheres and spaces;
- The ability to create a building that demonstrates architectural clarity;
- The design and execution of projects of a similar or comparable nature whose architecture met objectives and criteria that were comparable to those stated in the program documentation specified in the **Evaluation** section of **Appendix 1**, particularly in terms of urban development, cultural mission, and integration with a contemporary complex that has heritage value;
- Planning that demonstrates functional clarity in response to the program;
- Design that meets the objective of creating a building that has symbolic value in terms of a cultural and dissemination mission.

For each project described, the Respondent must indicate the precise role of each Key Individual. The architectural competencies of Key Individuals 1 and 3 will also be evaluated in this section.

Conceptual approach

The Respondent must describe the proposed philosophy and conceptual approach to the Project in terms of:

1. the expression of the Concert Hall as a symbolic component of Montréal culture;

2. the building's positioning in the theatre district, in harmony with the other buildings that comprise the PdA complex;
3. the treatment of the Concert Hall;
4. the importance of the indoor atmosphere and spaces that are required by the program.

The conceptual approach must be summarized in a text that is no longer than two pages.

Interest in the project

The Respondent must explain what aspects of the program, setting, or constraints evoke in it a strong interest in the Project. In fact, sensitivity to the program is a decisive element in the quest for architectural quality.

Interest in the Project must be described in a text that is not longer than one page.

4.3 Ability in terms of Operations and Maintenance

The Respondent must describe four projects that demonstrate its expertise in Operations or Maintenance, or both. These projects must be comparable to the present Project in scope, content, cost, and schedule in order for the experience to be relevant to the present requirements. The Respondent must specify which of its Members or Participants will be responsible for Operation or Maintenance of the present Project. The four projects that are described must have been carried out by these Members or Participants.

The demonstration of expertise must cover the following factors:

- Operation, maintenance, and management of infrastructure of a similar nature;
- Operation, maintenance, and management of buildings and electromechanical equipment;
- Innovation in terms of the operation and maintenance of similar or comparable projects;
- Operation, maintenance, and management of Special Equipment;
- The establishment and operation of ancillary activities related to a performance hall, particularly bars, cloakrooms, and ushering.

The Respondent must also specify how many years it has been responsible for the maintenance of the buildings or other infrastructures, or for operating the facilities and ancillary activities for the projects described.

For each project described, the Respondent must indicate the precise role of each Key Individual. The Operation and Maintenance abilities of Key Individuals 1, 5, and 6 will also be evaluated in this section.

5. FINANCIAL CAPACITY AND COMPETENCE

The Respondent must demonstrate that it has sufficient financial resources and skills to carry out the Project, based on the criteria specified in **Sections 5.1 to 5.3** below.

5.1 Financial capability

The Respondent must produce the following documentation for each Member and Participant:

- Audited annual financial statements for the past three years, or unaudited statements if audited statements are not available, and copies of quarterly financial statements for each quarter since the most recent annual financial statements, or equivalent financial information if quarterly statements are not available;
- Annual reports, including management reports, if available, or comparable information if annual and management reports are not available;
- Confirmation that there is no material financial information that is not disclosed in the information already provided, signed by the entity's chief financial officer or controller or by a director, agent, or employee of the entity who is authorized to sign such confirmation;
- Confirmation that there is no material adverse change that is not disclosed in the information provided, signed by the entity's chief financial officer or controller or by a director, agent, or employee of the entity who is authorized to sign such confirmation;
- For entities debt-rated by a credit rating agency, a copy of the most recent credit rating report (including credit warnings produced since the publication of said report) from each agency that rates the entity's debt, or confirmation that no such ratings exist.

The assessment of the Respondent's financial capability will take into consideration the percentage of financial interest of Members, as specified in **Section 2.1** above. The MCC requires that any subsequent changes to the percentage of financial interest have no negative impact on the Respondent's financial capacity.

5.2 Financing ability

The Respondent must describe two projects that demonstrate its experience in arranging and structuring financing for projects that are comparable to the present Project.

The Respondent must specify which of its Members or Participants will be responsible for the financing of the Project. The two projects that are described must have been carried out by the Respondent or by one of its Members or Participants.

The following details are required for each project:

- Total cost;
- Commercial structure (contractual relations and cash flow);
- Financial structure;
- Types of financial instruments used;
- Financing terms and conditions;
- Participating financial institutions.

It is not necessary for the institution that was involved in financing the described projects to be an integral part of the Respondent's team. The Respondent must be able to demonstrate its ability to structure financing for the described projects. Consequently, the financing abilities of Key Individuals 1 and 7 will also be evaluated in this section.

In addition, the Respondent must provide a preliminary description (no longer than two pages) of the proposed financial structure and sources of financing for carrying out the Project by identifying the initial proportions of shareholders' equity and borrowings (bank or bond borrowings). The Respondent does not need to demonstrate that financing for the Project is in place, but simply provide a preliminary general idea of the financing ability.

5.3 Ability to secure guarantees

A Respondent or one or more of its Members must provide proof of its ability to obtain appropriate financial guarantees for the Project, in the form of a letter of confirmation from an accredited financial institution that might take the form of an unconditional, irrevocable letter of credit for a total amount of at least twenty million Canadian dollars (CA\$20,000,000).

This requirement shall not be interpreted as the precise form or amount of the guarantees that may be required under the Partnership Agreement or any accessory contract.

6. ABILITY IN TERMS OF TEAMWORK

The Respondent or one of its Members or Participants must describe two projects that feature a design, construction, financing, and long-term operation and maintenance component that demonstrates its expertise in terms of teamwork. These projects must be comparable to the present Project in scope, content, cost, and schedule in order for the experience to be relevant to the present requirements.

The demonstration of expertise in the projects described must include the following details:

- Experience of the team proposed by the Respondent in working as part of a consortium;
- Experience of the team proposed by the Respondent in working together on the same project;

- The Respondent's experience in working on projects that involve responsibilities for design, construction, financing, and long-term operation and maintenance;
- Experience in working with government organizations.

The Respondent must also indicate, in a text that is no longer than one page, the extent to which its Members or Participants have worked or are working together on projects.

Appendix 2

Space Plan

Appendix 2 – Space Plan

This Appendix begins with the space plan, including the proposed surface areas for the concert hall. It then presents a functional description of the spaces.

1. SPACE PLAN

ITEM	SPACE NAME	Gross surface area (m²)
1.00	EXTERIOR OF BUILDING	
1.01	Passenger Drop-Off + Temporary Parking	***
1.02	Pedestrian way from the new hall to the existing offices	***
1.03	Parking for ticket purchasers (short-term)	***
1.04	Parking for mobility-impaired persons	***
1.05	Underground Parking (Exists at PDA)	***
1.06	Parking for Television Remote Vehicle	***
1.07	Parking for miscellaneous deliveries	***
1.08	Access to Backstage Loading Dock for:	***
1.09	• 2 Tractor Trailers	***
1.10	• 1 Catering Truck/ Delivery Van (Cube Van)	***
1.11	Garbage Storage	***
1.12	Recycling Storage	***
1.13	Waste + Recycling Area	***
1.14		
1.15	SUBTOTAL – BUILDING EXTERIOR	***
2.00	CONCERT HALL ARRIVAL & FRONT-OF-HOUSE SUPPORT SPACES	
2.01	Hall and "public space"	330
2.02	Coat Check Room	138
2.03	House Manager's Office	17
2.04	First Aid Room	17
2.05	Front of House Staff Changing Room - Women	38
2.06	Front of House Staff Changing Room - Men	38
2.07	Front of House Staff Lounge	33
2.08	Staff Restrooms	13
2.09	OSM Boutique (Giftshop)	84
2.10	Public Telephone Area	IG
2.11	Janitor's Closet	See Section 13
2.12	Circulation	See Section 13
2.13		
2.14	SUBTOTAL – CONCERT HALL ARRIVAL & FOH SUPPORT SPACES	705

IG = Included in gross

*** = Provided by the architect

Prepared by: Artec Consultants Inc.

ITEM	SPACE NAME	Gross surface area (m ²)
3.00	LOBBY	
3.01	Lobby • Including Piano Nobile (net: 320 m ²)	1,733
3.02	Public Circulation	1,329
3.03	Bars	99
3.04	Bar Storage	17
3.05	Support Spaces for Piano Nobile	0
3.06	Catering kitchen	50
3.07	Piano storage	11
3.08	FOH Storage (banquet tables, chairs, etc.)	39
3.09	Public Restrooms & Lounges • Fixture Ratio 1:22 • Gender Fixture Ratio 2:1 / Female : Male • To be distributed according to the seat count per level	519
3.10	VIP Salon	88
3.11	Program Storage Niches	IG
3.12	Telephone Niches	IG
3.13	Janitor's Closet(s)	See Section 13
3.14	Circulation	See Section 13
3.15	SUBTOTAL – LOBBY	3,882
4.00	CONCERT HALL AUDIENCE CHAMBER	
4.01	Audience Area (1m ² per person) • 2,100 seats, with 200 seats in the Chorus Balcony • Net area per level has not been finalized, and will be revised when the Basic Design of the Hall is made available. This Basic Design is still being refined. • Orchestra/parterre level • Loge level • Second balcony • Third balcony	2,442
4.02	Attic space	IG
4.03	Sound House Mix Position	Included in 4.01
4.04	Sound & Light Locks (public access)	IG
4.05	FOH Lighting Positions	IG
4.06	Access Walkways	IG
4.07	Circulation	See Section 13
4.08	SUBTOTAL – CONCERT HALL AUDIENCE CHAMBER	2,442

IG = Included in gross

*** = Provided by the architect

Prepared by: Artec Consultants Inc.

ITEM	SPACE NAME	Gross surface area (m ²)
5.00	CONCERT HALL TECHNICAL SUPPORT SPACES	
5.01	Sound Control Room	25
5.02	Lighting Control Room	11
5.03	Announcer's / Stage Manager's Room	11
5.04	Recording Control Room	27
5.05	Projection Room	36
5.06	Followspot Room	33
5.07	Communications System Rack Room	17
5.08	Sound System Amplifier Rack Room	11
5.09	Dimmer Rack Room	18
5.10	Technical Circulation	See Section 13
5.11		
5.12		
5.13		
5.14	SUBTOTAL – CONCERT HALL TECHNICAL SUPPORT SPACES	187
6.00	CONCERT HALL PLATFORM & PLATFORM SUPPORT SPACES	
6.01	Platform	378
6.02	Auxiliary Control Booth	13
6.03	Microphone Splitter Room	12
6.04	Organ	46
6.05	Organ Blower Room	27
6.06	Backstage Assembly Area	220
6.07	Personnel Sound & Light Locks	IG
6.08	Load-in Sound & Light Locks	IG
6.09	Technical Access Stair	IG
6.10	Personnel Elevator	IG
6.11	Circulation	See Section 13
6.12		
6.13	SUBTOTAL – CONCERT HALL PLATFORM & PLATFORM SUPPORT SPACES	695

IG = Included in gross *** = Provided by the architect

Prepared by: Artec Consultants Inc.

ITEM	SPACE NAME	Gross surface area (m ²)
7.00	CONCERT HALL PLATFORM EXTENSION LIFT PIT SPACES	
7.01	Platform Extension Lift Pit	88
7.02	Chairwagons Storage Garage	110
7.03	Basement Level Sound & Light Locks	IG
7.04	Cable-Pass Corridor / Passageway	IG
7.05	Air Supply Plenum	IG
7.06	Circulation	See Section 13
7.07	SUBTOTAL – CONCERT HALL PLATFORM EXTENSION LIFT PIT SPACES	198
8.00	STAGE ENTRANCE & RECEIVING SPACES	
8.01	Sheltered Loading Dock • 2 Tractor Trailers, 1 Catering Truck / Delivery Van (Cube Van) • Must be at street level.	176
8.02	Receiving Room	33
8.03	Temporary Storage (Visiting Groups)	33
8.04	Security	16
8.05	Artist's Entrance	33
8.06	Freight Lift	***
8.07	Staff/Performer Vertical Circulation	IG
8.08	SUBTOTAL – STAGE ENTRANCE & RECEIVING SPACES	291
9.00	CONCERT HALL BACKSTAGE SPACES	
9.01	Backstage Corridors	IG
9.02	Storage Rooms	132
9.03	Sound Equipment Storage	10
9.04	Lighting Equipment Storage	10
9.05	Stage Rigging Equipment Storage	10
9.06	Piano Storage	33
9.07	Offstage Unisex Restrooms	13
9.08		
9.09	SUBTOTAL – CONCERT HALL BACKSTAGE SPACES	208

IG = Included in gross

*** = Provided by the architect

Prepared by: Artec Consultants Inc.

ITEM	SPACE NAME	Gross surface area (m ²)
10.00	CONCERT HALL SUPPORT, WORKSHOPS, & STORAGE SPACES	
10.01	OSM Production Office	23
10.02	OSM Offices	24
10.03	Technical Director's Office	13
10.04	Technicians' Room	28
10.05	Auxiliary Production Room 1	17
10.06	Auxiliary Production Room 2	17
10.07	Visiting Group Production Room	13
10.08	SUBTOTAL – CONCERT HALL SUPPORT, WORKSHOPS, & STORAGE SPACES	133
11.00	CONCERT HALL PERFORMER'S SPACES	
11.01	Conductor's Suite	48
11.02	Principle Soloists' Loges (Dressing Rooms) (2 rooms)	53
11.03	Soloists' Loges (Dressing Rooms) (5 rooms)	88
11.04	Musicians' Private Loges (Dressing Rooms for Orchestra Soloists) (3 rooms)	33
11.05	Orchestra Changing Rooms (2 rooms)	264
11.06	Chorus Dressing Rooms (2 rooms)	192
11.07	Musicians' Lounge	132
11.08	Warm-up Room	64
11.09	Guest Reception Room (Green Room)	33
11.10	Unisex Restrooms for Musicians	13
11.11	Telephone Niche (2 units at 1m ²)	IG
11.12	Circulation	See Section 13
11.13		
11.14	SUBTOTAL – CONCERT HALL PERFORMER'S SPACES	918

IG = Included in gross

*** = Provided by the architect

Prepared by: Artec Consultants Inc.

ITEM	SPACE NAME	Gross surface area (m ²)
12.00	CONCERT HALL MUSIC LIBRARY / MUSICIAN SUPPORT SPACES	
12.01	Music Library	330
12.02	Percussion Practice & Storage Room	36
12.03	Practice Rooms	52
12.04	Practice Room w/ Piano	32
12.05	Harp Warm-up / Storage Room	17
12.06	Instrument Storage Room	22
12.07	Circulation	See Section 13
12.08	SUBTOTAL – CONCERT HALL MUSIC LIBRARY / MUSICIAN SUPPORT SPACES	488
13.00	PHYSICAL PLANT SPACES / MAINTENANCE AND CIRCULATION (Approximate areas)	
13.01	Mechanical & Electrical Rooms • Including Telephone Gear Room, Fire Control Gear Room, Transformer Vault, Standby Generator and Fuel Tanks, HVAC Duct Risers	1,645
13.02	Air Supply Plenum	735
13.03	Maintenance Engineer's Office	16
13.04	Maintenance Staff Room	21
13.05	Maintenance Storage	21
13.06	Janitorial Supply Storage	16
13.07	Janitor's Closets	25
13.08	Garbage and recycling storage	50
13.09	Back-of-house Circulation	1,695
13.10	Inaccessible	820
13.11	SUBTOTAL – PHYSICAL PLANT SPACES / MAINTENANCE AND CIRCULATION	5,043

IG = Included in gross

*** = Provided by the architect

Prepared by: Artec Consultants Inc.

ITEM	SPACE NAME	Gross surface area (m ²)
SUMMARY OF SPACES		
1.00	EXTERIOR OF BUILDING	TBD
2.00	CONCERT HALL ARRIVAL & FRONT-OF-HOUSE SUPPORT SPACES	705
3.00	LOBBY	3,882
4.00	CONCERT HALL AUDIENCE CHAMBER	2,442
5.00	CONCERT HALL TECHNICAL SUPPORT SPACES	187
6.00	CONCERT HALL PLATFORM & PLATFORM SUPPORT SPACES	695
7.00	CONCERT HALL PLATFORM EXTENSION LIFT PIT SPACES	198
8.00	STAGE ENTRANCE & RECEIVING SPACES	291
9.00	CONCERT HALL BACKSTAGE SPACES	208
10.00	CONCERT HALL SUPPORT, WORKSHOPS & STORAGE SPACES	133
11.00	CONCERT HALL PERFORMER'S SPACES	918
12.00	CONCERT HALL MUSIC LIBRARY / MUSICIAN SUPPORT SPACES	488
13.00	PHYSICAL PLANT SPACES / MAINTENANCE AND CIRCULATION (Approximate values)	5,043
GRAND TOTAL		15,189

IG = Included in gross

*** = Provided by the architect

Prepared by: Artec Consultants Inc.

2. FUNCTIONAL DESCRIPTION OF SPACES

2.1 Functional integration with PdA

The addition of a new acoustic concert hall in the northeast sector of the PdA complex, between Salle Wilfrid Pelletier and Théâtre Maisonneuve, is the focus of a detailed study to ensure the operational functionality of the new facility and the PdA complex as a whole.

The Project will have multiple impacts on the current configuration of PdA. The accompanying drawings in **Appendix 3** depict the integration strategy that has been developed by the MCC, with input from PdA, the OSM, Artec, and others. The main points are as follows:

- The main entrance to the concert hall will be from the PdA concourse;
- There must be direct pedestrian access to the esplanade and concourse from De Maisonneuve Boulevard;
- The main lobby of the concert hall will be at the esplanade level, as is the case with PdA's other major venues;
- The OSM gift shop will be integrated into the lobby that leads to the concert hall at the concourse level;
- The project includes the development of a public drop-off zone along the street for all PdA visitors;
- A walkway that is accessible to the mobility-impaired will connect the drop-off zone to the rest of PdA;
- The underground parking below the concert hall will have to be modified in order to make room for the acoustic isolation zone, including changes to the entrance and exit lanes;
- A technical loading dock is planned along De Maisonneuve Boulevard.

2.2 Public spaces

The main entrance to the concert hall will be from the concourse, where concertgoers will be able to enter the indoor lobby, which will contain the cloakroom and admission area for performances. The OSM gift shop will be accessible from the area of the lobby outside of the admission gates. The OSM plans to sell subscriptions and to allow tickets to be picked up at the gift shop on concert nights.

The main lobby will be one floor higher, overlooking the esplanade. The lobby will have at least two other levels, the size of which will depend on the number of people who can be accommodated on each of the four levels. The restrooms and bars will also be distributed appropriately, so that concertgoers do not have to go up or down more than one floor in order to reach them.

An area called "Piano Nobile" will be developed in the lobbies. It must be usable as an integral part of the lobby, and must be perceived as such, but it must be positioned so that it can be separated from the entrance to the auditorium and used for pre-concert exhibitions, receptions, banquets, etc. A service kitchen is planned for this area. The Piano Nobile must be able to accommodate 375 persons standing. On performance days, these 375 persons will come

exclusively from among the 2,100 persons whom the concert hall can hold. The Piano Nobile must be located near the concert hall parterre or on the next higher level.

A VIP lounge is also planned. This is a completely separated closed room that will be served by the same kitchen as the Piano Nobile, and therefore, it must be positioned accordingly. The VIP lounge must be located near the concert hall parterre or on the next higher level.

The guest reception room (green room) is a transition area between the public lobby and the artists' loges. Therefore, it must be located between these two areas, with direct access to both.

The public spaces must be aesthetically designed in order to ensure an efficient transition to the concert hall from outdoors at the esplanade level, as well as from PdA public spaces.

2.3 Backstage

The loading/unloading zone for equipment will consist of three docks off De Maisonneuve Boulevard, located one level below the stage, with direct access between the receiving and storage zones.

The performers' entrance will be at the corner of St-Urbain Street and De Maisonneuve Boulevard. Passing through the same security gate that is used for the loading/unloading zone, performers must be able to reach that entrance without crossing the lane used by merchandise in transit. The loges will be installed on three floors.

Certain specific areas will be permanent OSM facilities. These areas include the conductor's suite and a production office near the stage. All other spaces for performers must be designed for any musical ensemble or group that uses the facilities.

An indoor walkway will connect the new building directly to OSM offices, which are located in the Wilfrid Pelletier building.

The aesthetic design of the space for performers and technical support personnel must focus on functionality and the durability of materials.

2.4 Concert hall

In order to ensure outstanding acoustics in the concert hall, the auditorium will be designed for its main use, with adjustable components for adapting the acoustic environment for secondary uses.

High-quality acoustics demand a perfect balance of various components, including but not limited to:

- The size of the concert hall;
- The shape (the general shape of the hall, the local configuration of spaces, and the dimensions of the hall);
- The proportions of the concert hall;
- The geometry of the orchestra platform;
- The arrangement of the levels;
- The number of levels and the number of seats per level;
- The total number of seats;
- The materials and finishes.

Artec has studied and analyzed the characteristics of major concert halls that are currently in operation, and has used that data to develop a basic plan for the auditorium, which will be a fundamental component of the package that will be provided at the RFP stage. This basic plan will also be the outcome of the development of concert halls around the world designed by Artec, including those in Lucerne (Switzerland), Dallas (Texas), Edmonton (Alberta), Miami (Florida), Costa Mesa (California), Singapore, and Birmingham (United Kingdom).

Using this basic plan, the MCC will determine the essential parameters of the auditorium (geometry, stage design, and location of seats) in order to maximize the degree of intimacy between the audience and the performers, thereby ensuring an optimal visual and acoustic experience to the extent possible, taking into account usage and seating. The development of the concert hall's aesthetic design from this basic plan must pursue the same objectives.

The concert hall concept will include a set of Special Equipment for the performing arts, particularly the following:

- Adjustable acoustic systems:
 - A large suspended acoustic deflector consisting of nine separately motorized parts;
 - Motorized sound absorption systems made of fabric;
- A lift platform system containing blocks of seats to expand the proscenium;
- Choir seating;
- A sound amplification and diffusion system;
- Production communication systems;
- Production lighting systems.

With respect to the aesthetic design of the concert hall, the acoustic deflector that is suspended from the ceiling, with its nine individually motorized and controlled parts, will greatly contribute to the listening experience. Although the height of the individual parts will be determined by acoustic factors (based on the extent of movement possible without blocking sightlines), the acoustic deflector will define the volume of the hall, both aesthetically and acoustically, and its configuration will vary depending on the type and size of group performing.

Appendix 3

Urban and Architectural Integration Objectives and Criteria

Appendix 3 – Urban and Architectural Integration Objectives and Criteria

The purpose of this Appendix is to identify the general development objectives and the urban and architectural integration criteria in order to provide a framework for creating the Concert Hall that will facilitate its integration with the PdA site while fulfilling its role. These objectives and criteria will be detailed in the RFP.

The general development objectives were drawn up with a view to the future development of the cultural atrium and its connection to the underground commercial network, which is referred to in **Section 3.2** below. The cultural atrium will be an artistic and commercial gallery that connects the entrance lobbies of the various PdA institutions to parking and to Montréal's underground city. In order to ensure consistency and an overall vision of the issues related to the development of this site, other urban projects that affect the PdA area have been taken into consideration.

1. GENERAL DEVELOPMENT OBJECTIVES

- Contribute to the integration of all of the cultural facilities at the PdA site;
- Integrate the Concert Hall harmoniously into the heart of the other components of the PdA site, including the future cultural atrium and the esplanade;
- Improve interaction between the Concert Hall and its surroundings in order to:
 - ensure easy access from the street;
 - improve the interaction between PdA structures and Saint-Urbain Street;
 - reinforce the integration of the cultural stretch of De Maisonneuve Boulevard at PdA with the construction of the Concert Hall;
- Enhance the theatre district with the addition of a prestigious cultural facility.

2. LEGAL FRAMEWORK

The MCC will obtain the preliminary authorisations that are required before launching the Project, in accordance with the rules and procedures that are specified, particularly in the *Act respecting land use planning and development* (R.S.Q., c. A-19.1), the *Charter of Ville de Montréal* (R.S.Q., c. C-11.4), and Ville de Montréal urban development by-laws, including the urban plan and zoning and subdivision by-laws, as well as any other applicable by-laws respecting minor variances or individual building construction, alteration, or usage projects.

Upon review of the relevant legislative and regulatory framework, more specifically with respect to the parameters which may impact on the planning, development and/or construction of the Concert Hall (e.g., the maximum prescribed height), the Ministère will identify the appropriate

procedure to enable the harmonious integration of the Concert Hall in its environment. Based on this analysis, the Project could, for instance, undergo an architectural review. Should the intervention of the planning advisory committee of the borough in which the PdA site is located (i.e., the borough of Ville-Marie) be requested, the procedural aspect of the Project will fall under the responsibility of the Minister.

The Partner will be responsible for obtaining all the other permits and authorisations, including building permits, that are required in order to carry out the Project in accordance with the applicable standards and rules.

3. DEVELOPMENT CRITERIA

In order to ensure harmonious integration of the Concert Hall, a set of development criteria must be taken into consideration, as follows:

- Urban planning criteria, to the extent that they govern the structuring of the public domain;
- Architectural criteria in terms of making it possible to define an architectural form that is adapted to the plan, and that helps to integrate the Concert Hall into PdA.

3.1 Integration of the Concert Hall with its urban setting

3.1.1 Integration with Saint-Urbain Street and the cultural stretch of De Maisonneuve

Saint-Urbain Street forms the eastern boundary of the PdA block, and connects downtown to Old Montréal. From the Saint-Urbain side, the PdA pedestal provides a façade that marks the end of the cultural stretch of De Maisonneuve Boulevard.

Saint-Urbain Street is home to a number of community facilities in the immediate vicinity of PdA, including Théâtre du Nouveau-Monde (TNM), Complexe Desjardins, and UQAM's Complexe des sciences Pierre-Dansereau. However, Saint-Urbain functions as a service road at PdA. The current PdA façade along Saint-Urbain is primarily a blank wall. There are service entrances, including the parking garage, the performers' entrance to Théâtre Maisonneuve, and delivery docks.

An underground public drop-off area that is accessible from De Maisonneuve provides access for the mobility-impaired and for taxis. There are also some short-term parking spaces available for purchasing tickets. Given the necessity of connecting the Concert Hall to all of the existing facilities, these infrastructures will have to be altered or relocated.

In brief, the site that is chosen for the Concert Hall must favour a redesign of the interface between Saint-Urbain Street and PdA.

Criteria:

- The volume of the Concert Hall must be an extension of Théâtre Maisonneuve's alignment with Saint-Urbain Street;

- Architectural devices must be provided in order for the Concert Hall to create an interaction between the street and its new spaces;
- A public, user-friendly drop-off area must be created on Saint-Urbain, with a main entrance to the cultural atrium, in order to provide a welcoming space to audiences who are arriving at PdA;
- A walkway must link Saint-Urbain to the public spaces of PdA (the cultural atrium and esplanade);
- The openings and lighting on the Concert Hall's east façade must contribute to enriching Saint-Urbain Street;
- A link must be created between Fred-Barry Park and the Concert Hall's façade on Saint-Urbain.

3.1.2 Integration with De Maisonneuve Boulevard

The north side of the PdA block is bounded by De Maisonneuve Boulevard, which currently includes space reserved for services, delivery docks, vehicular access, etc. Although this facade primarily serves a technical function, it must be redesigned in order to ensure the Concert Hall's character as a monument. In order to reinforce the Concert Hall's presence, the facade on De Maisonneuve Boulevard must extend the building's unique character, and must contribute to the plan for redeveloping the De Maisonneuve Boulevard.

Criteria:

- A prestigious, monumental facade must be aligned on De Maisonneuve Boulevard, even though that side houses the Concert Hall's service areas;
- The existing service and vehicular entrances, and particularly the loading dock, must be reorganized in coherence with the future concert facilities along De Maisonneuve Boulevard;
- Outdoor pedestrian and vehicular access to the esplanade must be maintained.

3.2 Integration with the PdA architectural complex

The PdA block is a unique structure in Montréal. The architectural complex sits on a concrete pedestal that reinforces the site's status as a monument. The composition of the buildings, which are dominated by Salle Wilfrid-Pelletier, is oriented toward Sainte-Catherine Street. The complex is united by an outdoor esplanade and a network of indoor areas at street level. This network, which is often perceived as being underground, is the hub of PdA traffic. The PdA plan calls for renaming the area a cultural atrium, and is intended to bolster its role as a public space. In light of this, the Concert Hall must contribute to linking that indoor area with the esplanade.

3.2.1 Integration with PdA's unique outdoor environment

The PdA site is a major cultural emblem of Montréal. Salle Wilfrid-Pelletier, which forms the centre of the site's design and cultural events, must be preserved as PdA's main symbol. Certain of the architectural features of the existing buildings can serve as a guide for future development.

Architectural features to be considered:

- The buildings comprising PdA are located on a pedestal;
- The lobby for the main venues is multileveled. Access is via the cultural atrium, while the main lobby is located at the esplanade level;
- The lobby has its own formal stairway that connects those levels;
- The buildings on the esplanade are organized in pavilion style, with substantial separation;
- The complex of buildings consists of a main level that constitutes a basilaire, which is treated homogeneously throughout the site. This basilaire corresponds to the lobby portion, and is characterized by the buildings' extensive windows;
- The technical spaces are an integral part of the architectural composition of the buildings.

The Concert Hall's architectural envelope must blend with the existing characteristics that are listed above. A contemporary interpretation of these characteristics is also desirable.

Considering the foregoing, it appears to be important for the architectural treatment to underscore the stature and monumentality that is associated with the OSM and PdA.

3.2.2 Integration with the cultural atrium

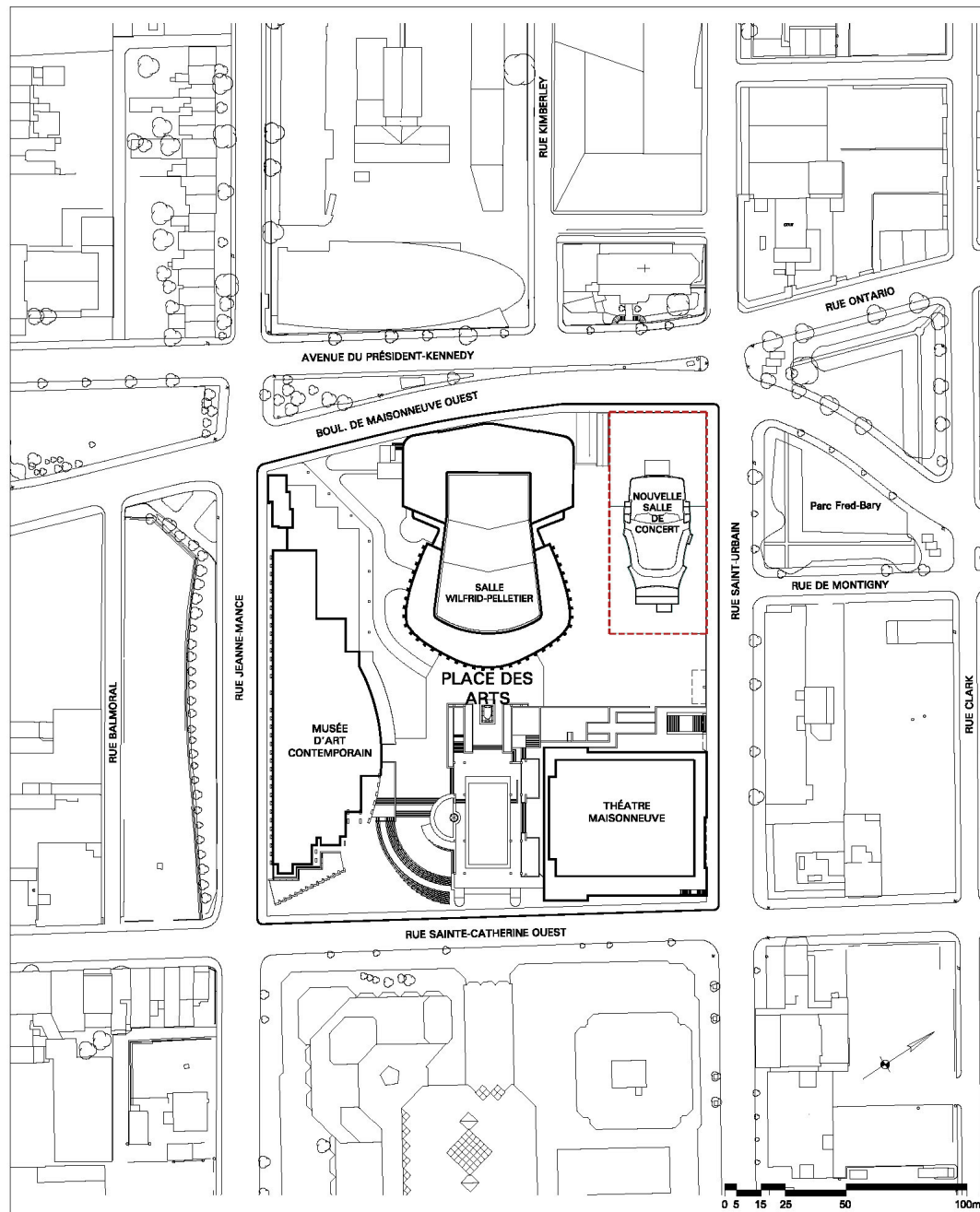
The cultural atrium is the main entrance to the performance venues at PdA. It is positioned at the Sainte-Catherine Street level and is a highlight of Montréal's large underground network. The cultural atrium also connects to the De Maisonneuve Boulevard level, and is accessible from the subway, the underground passage from Complexe Desjardins, the drop-off zone on De Maisonneuve, and the Musée d'Art contemporain de Montréal.

The cultural atrium houses the box office, several shops, the drop-off zone, and pedestrian access to the parking areas. The indoor area that is cohabited by PdA users and passers-by is of a public nature.

Criteria:

- The Concert Hall must have its own architectural identity, and must be identifiable and attractive from the cultural atrium;
- There must be continuity in the link between the cultural atrium and the Concert Hall;
- The pedestrian flow between the cultural atrium and esplanade levels must be improved;

- Intuitive spatial layout must be enhanced in order to ensure a clear distinction between the cultural atrium and the esplanade level, and the physical and visual contact between the cultural atrium to the esplanade level must be improved;
- The importance of the drop-off area must be emphasized by associating it with a main entrance to the cultural atrium by means of architectural devices such as a marquee or special treatment of the sidewalk.
- The creation of pedestrian access from the cultural atrium towards Saint-Urbain Street and De Maisonneuve Boulevard.

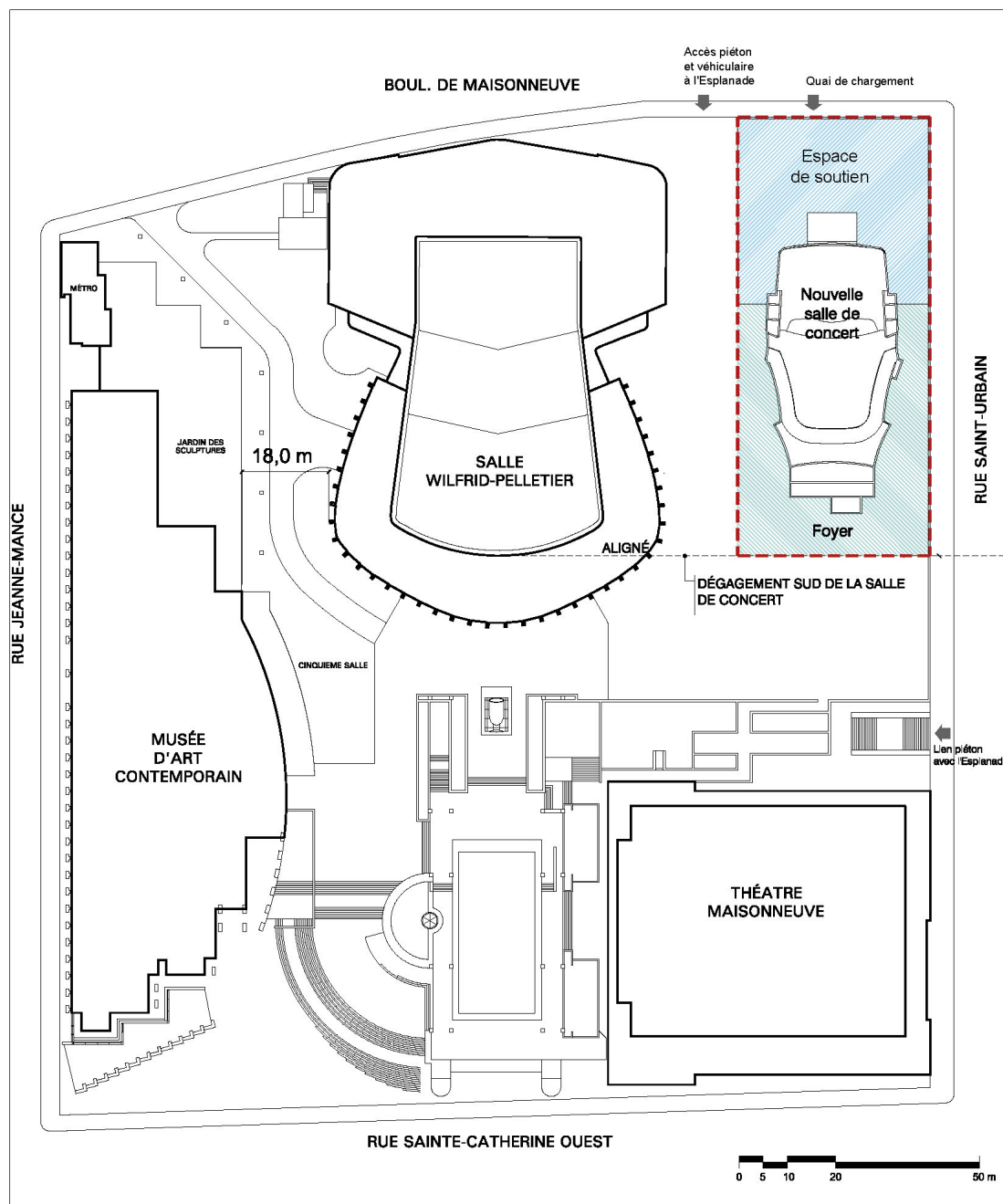


NOUVELLE SALLE DE CONCERT POUR L'ORCHESTRE SYMPHONIQUE DE MONTRÉAL

PLAN DE LOCALISATION

ANNEXE A

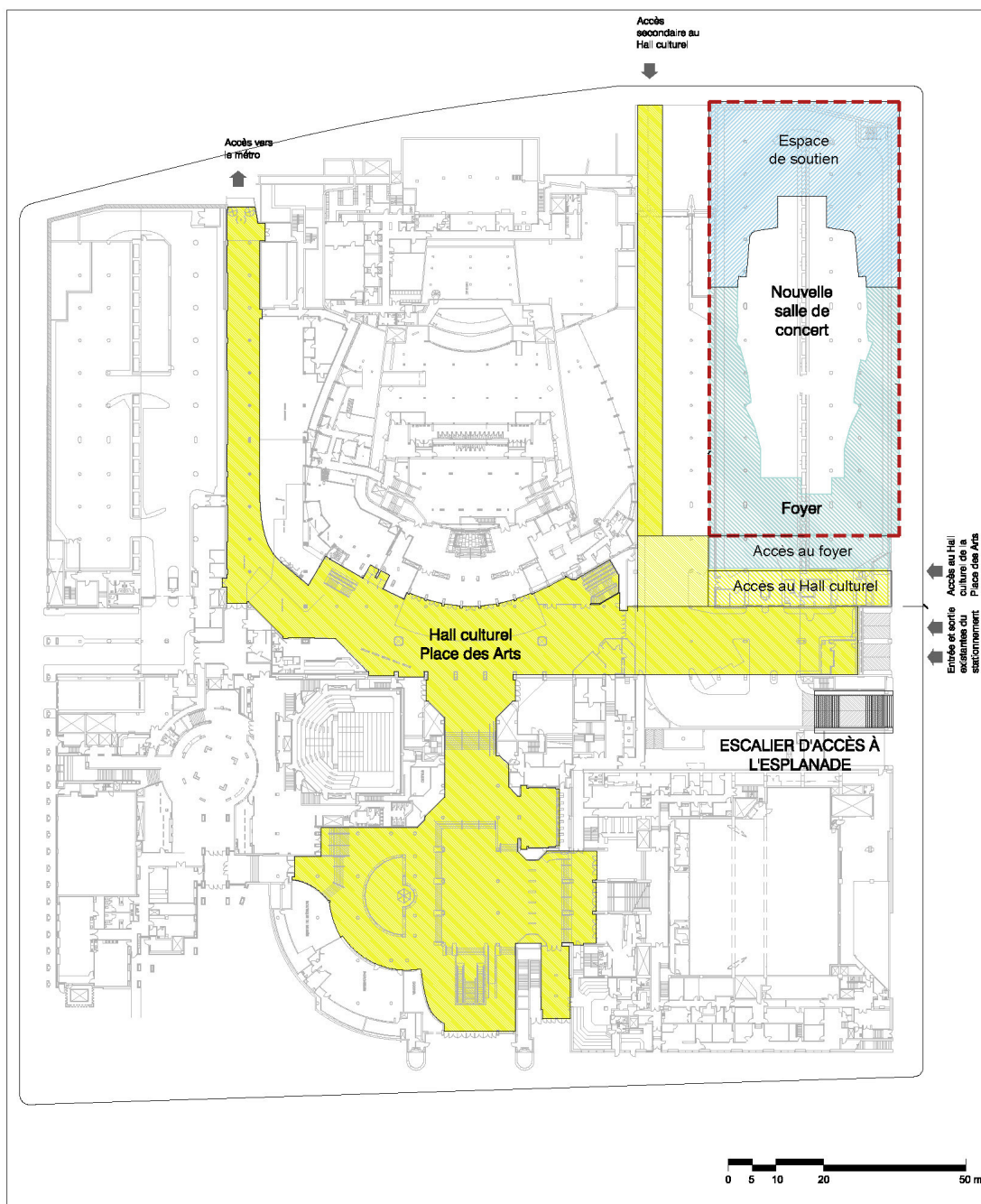
NOVEMBRE 2006



NOUVELLE SALLE DE CONCERT POUR L'ORCHESTRE SYMPHONIQUE DE MONTRÉAL
PLAN ILLUSTRANT LES CRITÈRES D'IMPLANTATION
NIVEAU ESPLANADE

ANNEXE B

NOVEMBRE 2006
révision 27-11-06

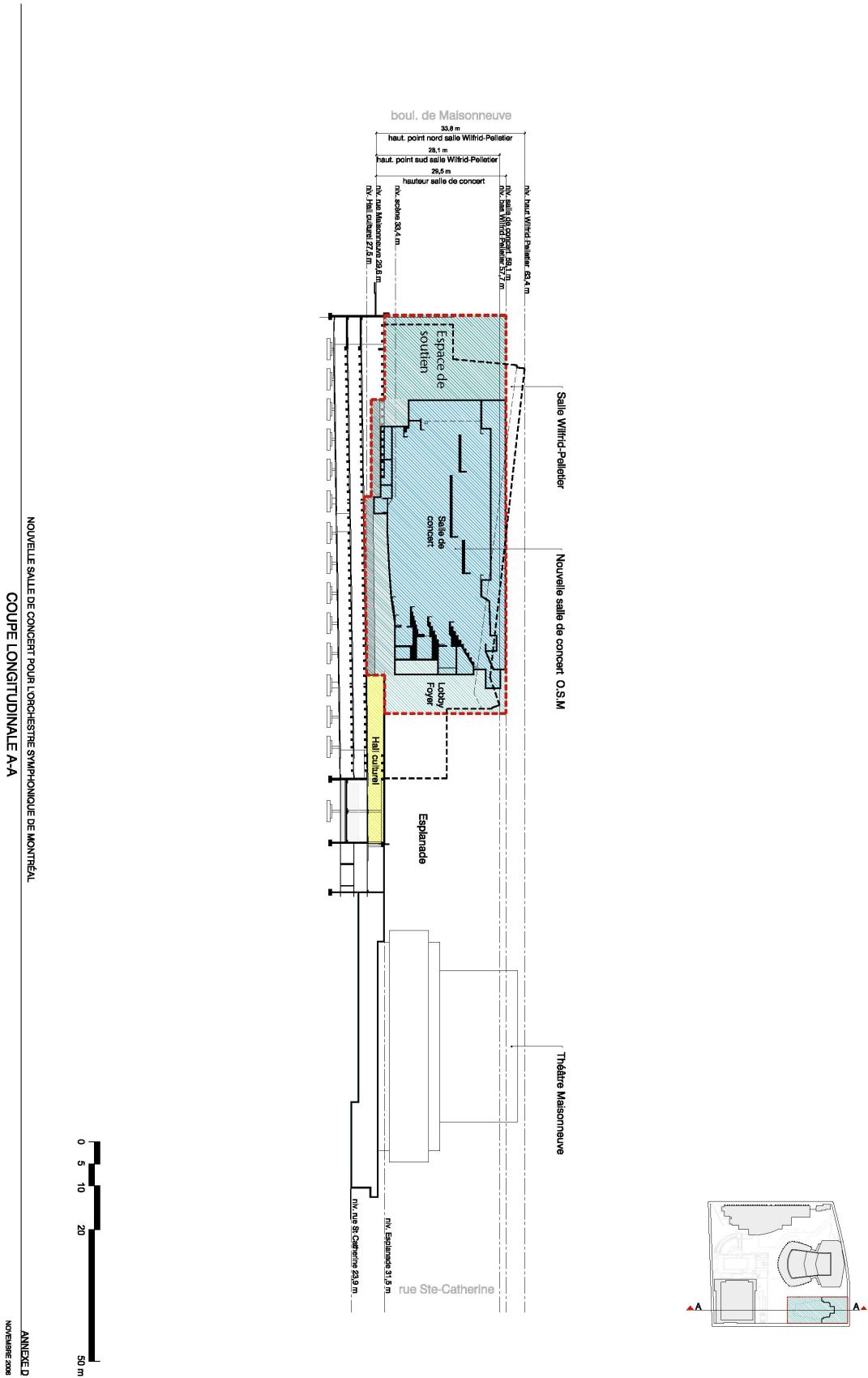


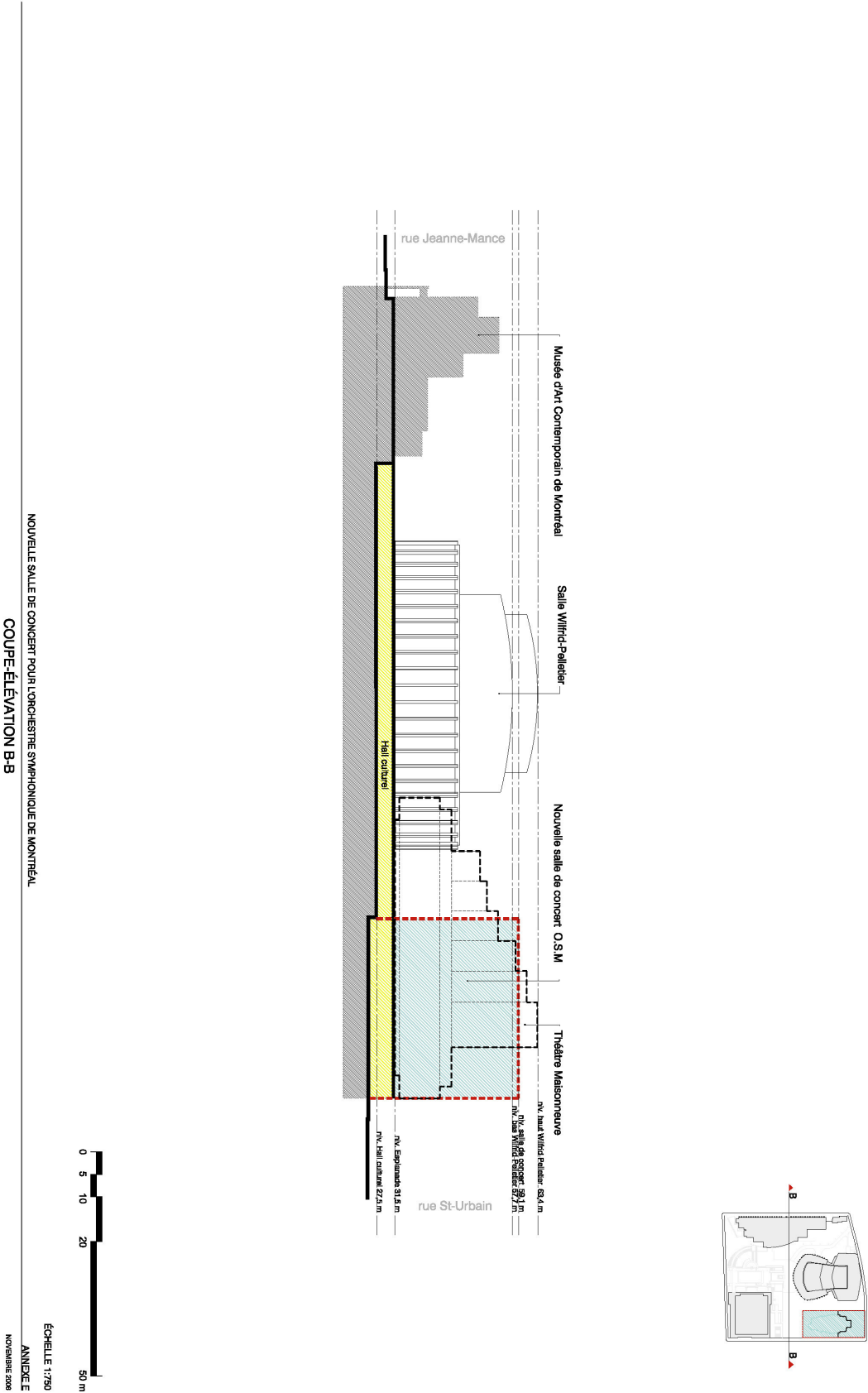
NOUVELLE SALLE DE CONCERT POUR L'ORCHESTRE SYMPHONIQUE DE MONTRÉAL

PLAN ILLUSTRANT LES CRITÈRES D'IMPLANTATION
NIVEAU HALL CULTUREL

ANNEXE C

NOVEMBRE 2006
révision 27-11-06





Appendix 4

Partnership Agreement Term Sheet

Appendix 4 – Partnership Agreement Term Sheet

Glossary

Unless specified otherwise or suggested by the context, the terms and phrases used in this appendix have the meanings assigned to them in the glossary of the RFQ.

Important

These details are intended for information purposes only, to provide an idea of the type of partnership that the Government desires. The terms and conditions for the Project will be specified in the draft Partnership Agreement that will be issued with the RFP.

PARTNERSHIP AGREEMENT TERM SHEET

<i>Object, parties:</i>	The Ministre will be the contracting party (signatory) on behalf of the Government. Under the terms of the Partnership Agreement, the Partner (which may be a project corporation that is formed for the sole purpose of the Project) will be responsible for the design, construction, financing, Operation, and Maintenance of the Concert Hall.
<i>Concert Hall ownership:</i>	Under the terms of the Partnership Agreement: (i) Following transfer of ownership of the land where the new Concert Hall will be built from PdA to the Government, the right of ownership or a dismemberment thereof will be transferred to the Partner by the Government from the beginning of the Partnership Agreement takes effect, and for its full term; (ii) Ownership of the Concert Hall will be returned to the government when the Partnership Agreement ends, for a nominal consideration.
<i>Term:</i>	The Partnership Agreement will have a 30-year term, including the design and construction phase, unless it is terminated.

PARTNERSHIP AGREEMENT TERM SHEET

Sharing of risks and responsibilities:

The Partnership Agreement will allocate the risks between the parties, and will define their respective responsibilities in connection with the Project. Table 1, which appears at the end of this Appendix, gives an overview of the proposed allocation of some of the risks and responsibilities.

Under the terms of the Partnership Agreement, the Partner will be responsible for designing, building, and financing all of the works of the Project. Therefore, the Partner will be required to meet all requirements (including environmental and regulatory) and performance criteria associated with the Project.

The Partner will also be responsible for Operation and Maintenance, but not for the day-to-day usage of the Special Equipment. That will be the responsibility of Users or of whomever they hire for that purpose.

Finally, the Partner will be responsible for developing and assembling the financing.

For its part, the Government will be responsible for obtaining the preliminary permits and authorisations for the Project, and for removing any hazardous substances, if any. The Government will also be responsible for the acoustic design specifications of the Concert Hall.

Once the Concert Hall has been built, the Government will be responsible for managing its usage, which includes scheduling artistic events and commercial activities.

Payments:

The following payments shall be made to the private partner:

- Payments associated with availability and performance;
- Payments associated with the usage of the Concert Hall.

Payments associated with availability and performance

These payments will depend on compliance with the availability and performance requirements that are specified in the Partnership Agreement with respect to accessibility, security of usage, occupancy conditions, and Operation and Maintenance of the Concert Hall.

Payments associated with the usage of the concert hall

These payments will be based on the usage of the Concert Hall, particularly in terms of providing the services associated with the bars, cloakrooms, and ushering.

Other revenue and services:

The Partner shall not provide any other service or collect any other revenue from the Concert Hall and its Operation without prior approval from the MCC.

Insurance and guarantees:

The Partnership Agreement will require that appropriate insurance coverage, guarantees, letters of credit and bonds be obtained and maintained.

Government prerogatives:

Operation and Maintenance must comply with all applicable legislation, including future legislation.

The Government reserves the right to legislate and enforce any legislation that applies to the Concert Hall or to the activities that take place there.

The Partner shall be required to abide by certain public rights of way and public servitudes that are granted from time to time in respect of the land, works, and structures by the MCC or the Government.

However, the Partnership Agreement will include measures to indemnify the Partner in the event of discriminatory action or termination of convenience by the Ministre.

General:

The Partner, its Members, and/or a guarantor, if applicable, must provide adequate assurance of the Partner's financial capacity to assume and fulfill its responsibilities under the Partnership Agreement. The terms and limitations of this assurance will be set out in the Partnership Agreement.

The Partnership Agreement will include the usual terms, conditions, declarations, guarantees, and indemnifications that are common to this type of PPP arrangement.

TABLE 1
Main Risks and Responsibilities of the Partner and Government

Responsibility	Responsibility assigned to:	
	Private partner	Government
Design and construction		
Authorisations and permits	●	● ¹
Design		
• Acoustics		●
• Other	●	
Construction	●	
Purchase and installation of the Special Equipment	●	
Construction schedule and delays	●	
Work required to bring the building into compliance with municipal and government codes	●	
Hazardous substances		●
Cost overruns	●	
Operation		
Technical supervision of the Special Equipment ³	●	
Ancillary activities		
• Bars	●	
• Ushering	●	
• Cloakrooms	●	
Security		
• Guards	●	
• Surveillance systems	●	
• Access card management	●	
Maintenance		
Energy, ventilation, and lighting supply management	● ²	
Energy, ventilation, and lighting consumption management	●	
Physical integrity of the building and user safety	●	
Accessibility of the building	●	
Legal liability and property insurance	●	
Routine and major maintenance of Special Equipment ³	●	
Housekeeping and general repairs	●	

Legend

● Bears most of the responsibility ● Shared or partial responsibility

¹ The Government serves as a facilitator and is responsible for obtaining the authorisations and permits that are required in advance, but not the building permits as such.

² The partner is responsible for finding a source of energy, ventilation, and lighting.

³ The partner is responsible for technical supervision and maintenance of the special equipment, which means that the partner must guarantee the availability and proper functioning of the Special Equipment at all times, and must make a technical supervisor available to users.

Responsibility	Responsibility assigned to:	
	Private partner	Government
Electrical and mechanical systems maintenance and repairs, including control systems	●	
Maintenance and management of other electromechanical equipment	●	
Architectural maintenance	●	
Outdoor maintenance and snow removal	●	
Preventive, corrective, and major maintenance of the physical assets	●	
Management of usage of the concert hall and commercial activities		
Concert Hall management and bookings		●
Day-to-day usage of the Special Equipment		●
Management of the areas shared with PdA space		●
Management of the box office		●
Management of advertising		●
Management of posters (shows)		●
Revenue from bar and cloakroom operations		●
Sale of promotional merchandise		●
Management of parking		●
Financing and financial terms		
Risk of inflation during the construction phase	●	
Risk of inflation during the operations phase ⁴	○	○
Risk of prime interest-rate fluctuations between the time when proposals are filed and the financial closing date		●
Risk of prime interest-rate fluctuations after the financial closing date	●	
Sharing of refinancing gains	○	○
Ownership of the building	●	

Legend

● Bears most of the responsibility ○ Shared or partial responsibility

⁴ Payments, including energy unit costs, will be tied to an index such as the CPI. The differential inflation risk is the private partner's responsibility.

Appendix 5

Undertaking Form

Appendix 5 – Undertaking Form

Development of a New Acoustic Concert Hall in Montréal

UNDERTAKING FORM

(To be filled out by: 1 – The Respondent; 2 – Each of the Respondent's Members; 3 – Each of the Respondent's Participants; and 4 – Each Key Individual who is not an employee of the Respondent, a Member, or a Participant.)

TO: THE GOVERNMENT OF QUÉBEC

The undersigned is (check a), b) or c)):

- ☐ a) A duly authorized representative of (circle the one that applies):
- i) The Respondent;
 - ii) A Member of the Respondent;
- ☐ b) A duly authorized representative of a Participant of the Respondent;
- ☐ c) A Key Individual of the Respondent;

and I declare that I have the power and authority to sign this undertaking form for and on behalf of _____ [insert the name of Respondent, Member, Participant, or Key Individual] (hereinafter “the Interested Party”) or, if applicable, on my own behalf. The Interested Party agrees to serve as a Respondent as or a Member, Participant, or Key Individual of the Respondent, where applicable. The Interested Party hereby acknowledges that it has received, read, examined, and understood the document entitled “REQUEST FOR QUALIFICATIONS FOR THE DESIGN, CONSTRUCTION, FINANCING, OPERATION, AND MAINTENANCE OF THE NEW ACOUSTIC CONCERT HALL IN MONTRÉAL”, all of the documentation related to the above-mentioned project, and all of the terms and conditions set forth therein, including but not limited to all of the accompanying appendices and other information that is provided with respect to the RFQ. The Interested Party declares having gathered the necessary information on the nature of the services to be provided and the requirements of the Project.

In signing this undertaking form, the Interested Party agrees to be bound by all of the terms and conditions of the RFQ, and to abide by them.

The Interested Party hereby acknowledges and accepts that the Government and its respective advisors may verify any information that is contained in the Submission, and may conduct a background investigation (including but not limited to court records, solvency inquiries, litigation searches, and investigation into information concerning taxpayers and registered bankruptcy petitions) in respect of the Interested Party.

The Interested Party hereby consents to the use and collection of confidential or personal information pertaining to the Interested Party by the Government and its respective advisors for the purposes of assessing the Submission that is attached to this undertaking form, and to the

communication of such information to the individuals who are responsible for evaluating the Submission, and to the public disclosure of such information, as specified in **Section 6.3** of the RFQ, in accordance with applicable laws.

The Interested Party agrees to be bound by and subject to the Government's decision with respect to determining whether the Respondent:

- meets the evaluation criteria specified in the RFQ;
- is considered by the Government to qualify for the RFP process;
- will be invited to submit a proposal.

The Interested Party hereby confirms that:

- Every Key Individual will be available for the Project (applicable to the Respondent only);
- It is not bound to or otherwise associated with any Respondent other than _____ [name of the Respondent] (applies to Members and Key Individuals only);
- It is not subject to the prohibition that is specified in **Section 6.1** of the RFQ;
- It is not in a position of conflict of interest with the Government with respect to this Submission.

The defined terms and phrases used in this undertaking form have the meanings assigned to them in the RFQ.

Name of the Respondent: _____

Name of the Interested Party: _____

Address: _____

Telephone no.: _____

Fax no.: _____

Name of the authorized
representative (block letters): _____

Title: _____

Signature: _____

Signed in _____ on _____, 2007.

Appendix 6

Return Label

Appendix 6 – Return Label

RETURNING SUBMISSIONS

CANDIDATES MUST:

- use an appropriate sized envelope;
- clip out the RETURN LABEL below and attach it to the envelope;
- indicate the name and return address of the candidate in the upper left-hand corner of the envelope.

SUBMISSION	REQUEST FOR QUALIFICATIONS
	<u>Submission deadline:</u> February 28, 2007 – 3:00 p.m. (Montréal time)
REQUEST FOR QUALIFICATION FOR THE NEW ACOUSTIC CONCERT HALL IN MONTRÉAL	
AGENCE DES PARTENARIATS PUBLIC-PRIVÉ DU QUÉBEC Attention: Guy Choinière, Vice-President – Projects 500 René-Lévesque Boulevard West Suite 1501 Montréal QC H2Z 1W7 CANADA	

Cut along the dotted line

LABEL TO BE AFFIXED TO THE RETURN ENVELOPE

Appendix 7

List of Excluded Enterprises

Appendix 7 – List of Excluded Enterprises:

- Anne-Sophie Allard, architecte
- Argos Interprètes et Traducteurs
- Artec Consultants Inc.
- Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l.
- Fraser Milner Casgrain LLP
- Gagné Leclerc, Groupe conseil
- Jacques Charbonneau, architecte
- Luc Plamondon
- Orchestre symphonique de Montréal
- PricewaterhouseCoopers LLP/s.r.l./s.e.n.c.r.l.
- Stuart Donnell Consultants Inc.
- Société de la Place des Arts de Montréal (PdA)
- Société Immobilière du Québec

Appendix 8

Special Equipment

Appendix 8 – List of Special Equipment

Description
Sound system and equipment - Motorized acoustic ceiling (plunger shape) - Motorized traps for speakers - Motorized rigging for fixed-direction speakers - Lift to access the acoustic ceiling - Acoustic screens - Motorized doors for acoustic screen storage pockets - Acoustic banners
Stage equipment - Wagon for choir platforms - Orchestra platforms - Proscenium lift - Wagon for seating (proscenium lift) - Safety rail for the public - Safety rail for the orchestra pit - Retractable acoustic wall, storage - Equipment control system
Auditorium equipment - Platform covering the sound system island - Safety rail for the sound system island
Additional equipment Power supply for tours

Description
Lighting system
Dimmers and circuits
Distribution
Control panel for lighting and various components
DMX and Ethernet system
Spotlights
Chasers
House light dimmers and control system
Service, work and call lighting
Sound and communication systems
Support equipment
Recording system
Call system equipment
Communication system
Systems infrastructure
Installation
Auditorium seating
Fixed seating
Mobile seats
Choir bench
Additional multipurpose equipment
Motorized movie screen
Rehearsal hall platforms
Miscellaneous stage equipment
Extra stage equipment
Pull lift
Control panel (spare)
Stage lighting

Appendix 9

Role of the MCC's Acoustic and Stage Designer and Acoustic and Stage Specifications

Appendix 9 – Role of the MCC’s Acoustic and Stage Designer and Acoustic and Stage Specifications

1. INTRODUCTION

The MCC has set an objective of making Montréal’s new acoustic Concert Hall a preferred venue for music. As the OSM’s home, the auditorium will be primarily designed for symphonic music, yet also capable of accommodating other types of music ranging from chamber music to recitals and including jazz, slightly amplified pop music, and events such as conferences or exhibitions that require vocal amplification. PdA will also be a major User of these new facilities.

2. ROLE OF THE MCC ACOUSTIC AND STAGE DESIGNER

The MCC has decided to retain and bear the acoustic risk in order to guarantee world-class acoustic results. An approach based on detailed specifications has been adopted to ensure sound quality meets User needs. The Partnership Agreement will therefore contain a set of technical specifications for elements that affect the Concert Hall’s acoustics that the Partner’s design must comply with.

To achieve the desired acoustic quality and operational functionality, the MCC has engaged the services of Artec Consultants Inc. (Artec) to serve as principal acoustic designer and develop the operational functionality plan for the Concert Hall. Artec’s mandate will be to advise the MCC and ensure compliance with the mandatory acoustic design specifications in the Partnership Agreement throughout the design, construction and commissioning phases.

The planned methodology for ensuring acoustic quality and operational functionality is briefly described in the following section.

The information in this appendix is preliminary and subject to change.

3. METHODOLOGY CONSIDERED TO ENSURE ACOUSTIC QUALITY AND OPERATIONAL FUNCTIONALITY

In the RFP, the MCC will specify a number of mandatory acoustic design criteria that will have been determined by its acoustic and stage designer. These mandatory acoustic design criteria will primarily involve the following:

- ***MCC acoustic and stage designer's basic plan:*** The basic plan of the MCC acoustic and stage designer, which will be issued with the RFP, will consist of a set of technical drawings of the auditorium and specifications defining a geometry for achieving a world-class level of acoustics and functionality. It will specify the key architectural components for defining and diffusing sound, the distribution of the audience, the optimal sightlines, the target degree of intimacy, as well as integration of the special equipment required for performances.
- ***Special Equipment for musical performances:*** The RFP will include specifications for most of the Special Equipment that will be part of the mandatory acoustic design criteria (see **Appendix 2** for a non-exhaustive list of Special Equipment).
- ***Noise and vibration control:*** The complete absence of audible noise is an essential requirement for the Concert Hall. The criteria for background noise specified in the Partnership Agreement will guide the design and placement of all potential in-house sources of noise (including heating and ventilation systems, elevators, restrooms, water fountains, rheostats, etc.) as well as design of the architectural and structural elements for soundproofing the building against external sources of noise. The background noise criteria for the most sensitive areas such as the stage and balconies will be rated N-1, meaning below the threshold of the human ear.

With the RFP, each Proponent will be given the opportunity to suggest adjustments to the mandatory acoustic and stage design criteria specified in the Partnership Agreement in order to adapt them to the specifics of their proposal. A Proponent's requests for adjustments and the MCC's responses to requests will be treated as confidential and under no circumstances be forwarded to other Proponents.

The MCC reserves the right to accept any proposed modification to a mandatory element if it preserves or improves the Concert Hall's acoustic quality, or else to reject it at its discretion. This interaction will take place under the supervision of the Selection Process Auditor.

Any proposal failing to comply with the mandatory acoustic design criteria will be rejected by the MCC. The mandatory acoustic design criteria, specific to each Proponent, will be part of the Partnership Agreement to be reached by the Partner and Minister.

At the RFP stage and for the final evaluation, each team must provide, along with its technical proposal, amongst others, the plans, clippings and drawings (the size and number of which have yet to be determined), a detailed list of the acoustic systems and Special Equipment.

Upon signing the Partnership Agreement, the MCC, by way of the acoustic and stage designer, will ensure that the execution of the design and construction of the Concert Hall is undertaken in

conformity with the established guidelines in the Partnership Agreement for the acoustic and technical use of the Concert Hall.