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RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC/Réception des soumissions
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Place Bonaventure
portail Sud-Est 800
rue de La Gauchetière Ouest
Montreal
Quebec
H5A 1L6

LETTER OF INTEREST
LETTRE D'INTÉRÊT

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
New Bridge for the St. Lawrence/Nouveau pont pour le
Saint-Laurent
Sir Charles Tupper Building
4th Floor - A-425-F
Édifice Sir Charles Tupper 4e étage
A-425-F
2720 Riverside Drive
Ottawa
Ontario
K1A 0S5

Title - Sujet NBSLC	
Solicitation No. - N° de l'invitation T8010-140002/A	Date 2014-03-17
Client Reference No. - N° de référence du client T8010-140002	GETS Ref. No. - N° de réf. de SEAG PW-\$\$NB-001-64871
File No. - N° de dossier nb001.T8010-140002	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-04-30	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wong, Lisa	Buyer Id - Id de l'acheteur nb001
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation

T8010-140002/A

Amd. No. - N° de la modif.

File No. - N° du dossier

nb001T8010-140002

Buyer ID - Id de l'acheteur

nb001

CCC No./N° CCC - FMS No/ N° VME

T8010-140002

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Government
of Canada

Gouvernement
du Canada

REQUEST FOR QUALIFICATIONS

New **bridge** for the St. Lawrence corridor project



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1. THE NBSL CORRIDOR PROJECT OVERVIEW

1.1 Introduction

1.1.1 Overview

The Champlain Bridge is a federal asset built in 1962 that is reaching the end of its useful life. It is one of the busiest bridges in Canada carrying between 40 and 50 million vehicles per year and it plays a vital role in Canada's trade partnership with the United States as over \$20 billion in cross-border goods cross it annually. It is also of strategic importance for the regional transportation system as more than 11 million transit users travel the bridge on a yearly basis.

On October 5, 2011, the Government of Canada announced that the Champlain Bridge would be replaced by a new crossing. The New Bridge for the St. Lawrence Corridor Project will be one of the largest infrastructure projects in North America and will reinforce this link as a premier gateway into the City of Montréal. Through a public-private partnership, the Government of Canada intends to modernize this corridor, ensure the safety of users and facilitate the flow of people and goods and provide a significant federal legacy that will contribute to the economic prosperity of the neighbouring communities, Montréal and Canada as a whole.

Canada is seeking strong competition from domestic and international consortia, in order to select the Private Partner who is best able to deliver

a world-class project on time and in a manner that ensures the best value for Canadians. Canada will take all steps necessary to ensure that the procurement process for the New Bridge for the St. Lawrence Corridor Project is open, fair and transparent.

1.1.2 Purpose of RFQ

The purpose of this Request for Qualifications is to invite interested parties to submit a Response to this RFQ indicating their interest in, and qualifications for, the Project. Based on these Responses, Canada intends to select, in accordance with the terms of this RFQ, a shortlist of three Proponents to be invited to participate in the next stage of the procurement process, the Request for Proposals stage.

1.1.3 Eligibility

Any interested party or parties may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, consortia, partnerships or any other legal entities.

1.2 Project Description

1.2.1 Project Area

The Project covers approximately 8 km of highway. At its western extent, the Project area begins near Pitt Street between the De La Vérendrye and Atwater Interchanges on the Island of Montréal. The Project follows the existing Autoroute 15 across the Île des Soeurs Bridge, passes



A new bridge for the St. Lawrence

through the northern part of Île des Soeurs, and then crosses the St. Lawrence River just downstream of the existing Champlain Bridge to end, at its eastern extent, near Boulevard Pelletier in the City of Brossard.

The Project area, strictly for operation and maintenance purposes, also extends

northwards from Île des Soeurs to include the Clément Bridge and the federal section of the Bonaventure Expressway. The Project area encompasses various approach ramps and approach roads that serve the interchanges within the Corridor. These components are shown in the following two illustrations.

Illustration 1: Project Area

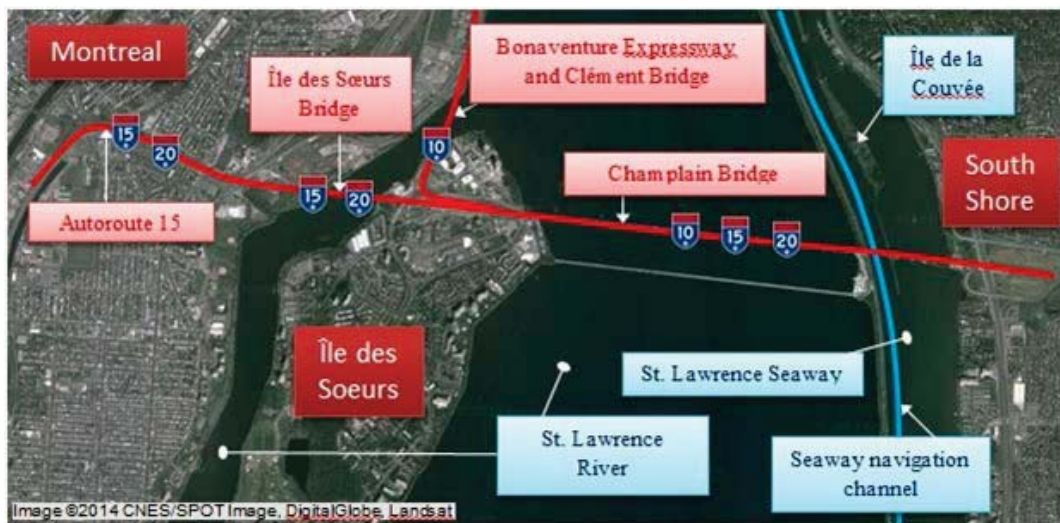


Illustration 2: Project Area



1.2.2 Project Components

The following describes the various Project components:

- **New Bridge for the St. Lawrence**
Design, build, finance, operate and maintain an approximately 3.4 km long new bridge across the St. Lawrence River (NBSL) to replace the existing Champlain Bridge. The new bridge will span the St. Lawrence River from the Île des Soeurs to Brossard, immediately downstream from the existing Champlain Bridge. The new bridge is expected to include a three-corridor design, including two three-lane corridors for vehicular traffic and a two-lane transit corridor capable of accommodating a planned light rail transit system. The new bridge will also include a multi-use path for pedestrians and cyclists. This bridge is expected to have a 125-year design life. This component must be operational by the end of 2018. Full demolition of the existing Champlain Bridge is not included in the Project.
- **New Île des Soeurs Bridge**
Design, build, finance, operate and maintain an approximately 470 m long new bridge linking Île des Soeurs to the Verdun borough to replace the existing Île des Soeurs Bridge. It is expected that the new bridge will be built in the current alignment of the existing bridge. The new bridge will include two three-lane corridors for vehicular traffic as well as a multi-use path. Integration of a transit corridor linking Île des Soeurs to the Verdun borough is also under consideration, with its preferred location being

confirmed by Canada at the RFP stage. A causeway bridge is being built by Canada to by-pass traffic from the existing bridge. It is expected that this causeway bridge will be in service prior to Financial Close. Demolition of the existing Île des Soeurs Bridge is included in the Project. The new bridge is expected to have a 125-year design life. This component must be operational by the end of 2020.

- **Reconstruction and Widening of Autoroute 15 on Montréal Island**
Design, build, finance, operate and maintain an approximately 3 km long highway linking the Île des Soeurs Bridge to the Québec-owned section of Autoroute 15. This component will include the reconstruction of the existing Autoroute 15 and its widening from two to three lanes. This component will not include a transit corridor, but will include the reconstruction of 7 existing overpasses on the Island of Montréal. The overpasses and other major structures forming this component are expected to have a 75-year design life. This component must to be operational by the end of 2020.
- **Reconstruction of Autoroute 15 on Île des Soeurs**
Design, build, finance, operate and maintain an approximately 1 km long highway linking the New Bridge for the St. Lawrence to the Île des Soeurs Bridge. This component will include two three-lane corridors for vehicular traffic and a two-lane transit corridor

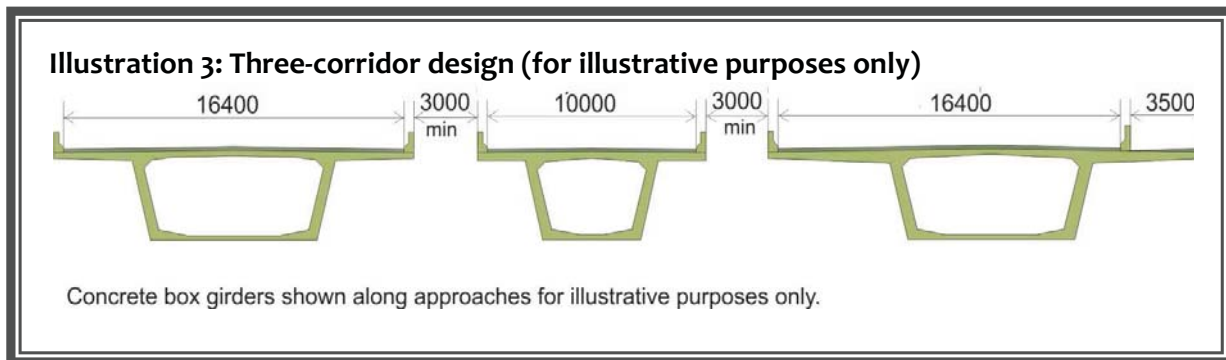


capable of accommodating a planned light rail transit system. This component will also include a multi-use path. This component is expected to have a 75-year design life. This component must be operational by the end of 2020.

- **Related Minor Components**
Design, build, finance, operate and maintain (or some components thereof) connecting interchanges, overpasses and other works.
- **Operation and maintenance of existing infrastructure**
Operate and maintain the existing Clément Bridge and the federal section

of the Bonaventure Expressway. Major maintenance and reconstruction of these infrastructures will not be included in the Project. Responsibility for this component is expected to begin when all traffic has been transferred from the existing Champlain Bridge to the NBSL by the end of 2018.

- **Tolling Infrastructure and Intelligent Transportation Systems**
Design, build, finance, operate and maintain an open road tolling system including signage, signaling and communications. This component is expected to be phased in once the components become operational.



1.2.3 Activities Outside of the Private Partner's Responsibilities

The following activities are expected to be outside of the Private Partner's responsibilities. More information will be provided at the RFP stage.

- **Access to Land**
Canada will provide the Private Partner with all necessary access to land required for the Project including temporary rights for the work and staging areas required for construction, using a reference design

for the Project as the basis for establishing land requirements.

- **Tolling Scheme, Including the Setting of Fees and Charges**
Canada will be responsible for the setting of all toll fees and related charges.
- **Transit**
The Private Partner is not expected to be responsible for any transit component beyond the provision of the transit corridor. Specific items such as electrification of the corridor, acquisition of rolling stock, and



operations and maintenance of a rail transit system are excluded from the Project.

- **Existing Ice Control Structure**
The existing ice control structure (commonly referred to as the Estacade and currently operated by Jacques Cartier and Champlain Bridges Incorporated (JCCBI)) is to remain the responsibility of Canada and, subject to obtaining necessary permits, may be made available for construction staging access, land access to the St Lawrence Seaway dyke, and delivery of materials.
- **Deconstruction of the Champlain Bridge**
Full deconstruction of the Champlain Bridge following the opening of the New Bridge for the St. Lawrence is to

remain the responsibility of Canada.

- **Lifecycle Maintenance of the Clément Bridge and federal section of the Bonaventure Expressway**
The Private Partner will not be responsible for the lifecycle maintenance and rehabilitation of the existing Clément Bridge and the federal section of the Bonaventure Expressway.
- **Hydro-Québec Towers**
Canada will be responsible for ensuring the relocation of the Hydro-Québec towers located on federal lands in Brossard.

The following table summarises the Private Partner’s responsibilities:

Project Components	Design	Construction	Finance	Operations & Maintenance	Life Cycle Maintenance Rehabilitation	Deconstruction	Handover
New Bridge for the St. Lawrence	X	X	X	X	X		X
New Îles des Soeurs Bridge	X	X	X	X	X		X
Existing Île des Soeurs Bridge						X	
Autoroute 15	X	X	X	X	X		X
Clément Bridge				X			
Federal section of the Bonaventure Expressway				X			
Tolling infrastructure	X	X	X	X	X		X



1.3 Project Objectives and Desired Outcomes

The Project is designed to achieve the following objectives:

Ensure Continued Safety and Service

- Remove traffic from the existing Champlain Bridge by the end of 2018;
- Maintain safety of the corridor prior to, during and after construction; and,
- Deliver a long-term solution that efficiently meets pre-defined operational and maintenance service requirements.

Promote Economic Growth

- Improve system connectivity to promote the continuous and safe flow of people and goods;
- Strengthen the economy through job creation and the improvement of the local, regional and national gross domestic product; and,
- Promote economic growth by strengthening Canada's continental gateway.

Provide Value for Money for Canadians

- Provide long lasting infrastructure that meets high technical standards as well as the needs of users;
- Obtain and maintain the required infrastructure at the sought-after quality level and at the lowest life cycle cost possible; and,
- Be consistent with the Government of Canada's vision of an appropriate risk transfer to the Private Partner for financing, design, construction,

maintenance and operations of the Project.

Foster Sustainable Development and Urban Integration

- Deliver a project that is shaped by the consideration of its environmental and social context;
- Plan and construct a project that protects the surrounding natural environment through rigorous environmental monitoring and mitigation measures;
- Build a bridge which contributes to the Corridor's status as the premier gateway to Montréal through architectural features and quality that complement Montréal's landscape; and,
- Promote sustainable transportation by building a dedicated public transit corridor and providing for a safe and accessible multi-use path for pedestrians and cyclists.



1.4 Key Commercial Terms

While the final terms of the Project Agreement will be determined over the course of the RFP, Canada anticipates that some of the key commercial terms will be:

- (a) Governing law: The Project Agreement will be governed by the laws applicable in the Province of Quebec, including applicable federal laws.
- (b) Term: The term of the Project Agreement will commence on Financial Close and continue for a period of approximately 35 years which includes a construction period of approximately 5 years and a fixed operating period of 30 years. It is anticipated that construction will commence in 2015 and be staged such that the NBSL connecting the South Shore in Brossard to Île des Soeurs is completed by the end of 2018, and the Project construction in its entirety is completed by 2020. The operating period could be extended in the case of early completion of construction but will not be less than 30 years. Financial benefits/penalties related to early/late completion will be set out in the payment mechanism which will be described in the RFP.
- (c) Tolling: Canada will retain toll revenue risk.
- (d) Payment: The Private Partner will be responsible for arranging all financing required for Project. Canada's financial contributions to

the Project will be made in the form of milestone payments and/or a substantial completion payment (the amount, timing and terms and conditions of which will be set out in the Project Agreement), followed by payments as set out in the Project Agreement. It is anticipated that the Private Partner will be required to provide long-term financing for between 35% and 40% of the capital costs of the Project.

- (e) Payment Deductions: The Project Agreement will permit Canada to make deductions from the Service Payments if the Private Partner fails to make the Project available for use as required by the Project Agreement, or otherwise fails to meet defined performance standards.



1.5 Key Entities

1.5.1 The Project Team

The Project's management and procurement is under the direction of a project office comprising officials from Infrastructure Canada, Public Works and Government Services Canada, and PPP Canada.

JCCBI currently operates the existing Champlain Bridge corridor and related assets and is responsible for the construction of the causeway bridge. JCCBI will be responsible for maintaining the Champlain Bridge until the NBSL begins operations. Close coordination between the Private Partner and JCCBI will be required to facilitate, among other things, traffic management and operations and maintenance issues.

1.5.2 Independent Fairness Monitor

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



1.6 Available Studies of the Project Area

For the information of interested parties, the following are the main studies concerning the Project area that have been undertaken and that are publicly available:

- In 2009, Canada commissioned a prefeasibility study concerning the replacement of the Champlain Bridge. The purpose of the prefeasibility study was to evaluate options for replacing the Champlain Bridge. The prefeasibility report was issued in 2011 and is available at: <http://www.tc.gc.ca/eng/programs/bridges-new-bridge-for-the-st.lawrence-2775.htm>
- In January 2012, Canada undertook the federal environmental assessment of the Project. The assessment included environmental and technical components necessary to formulate recommendations for minimizing the impact of the Project on the environment and the community. The environmental assessment was completed in October 2013 and the final reports are available at: <http://www.tc.gc.ca/eng/programs/bridges-new-bridge-for-the-st.lawrence-2814.htm>
- On July 25 2012, Canada appointed PricewaterhouseCoopers LLP to

prepare the business case for the Project. The summary of the business case is available at: <http://www.tc.gc.ca/eng/mediaroom/backgrounders-nbsl-7463.html>

- In addition, two other contracts have been awarded by Canada for studies relating to the Project. These studies are currently underway which Canada anticipates will be available for the RFP stage:
 - LVM Inc. is carrying out geotechnical ground investigation. The majority of the geotechnical field work including all in-river boreholes has been completed.
 - Perron, Hudon, Bélanger Inc. and Group SM International Inc. are carrying out topographic surveying and photogrammetry. The airborne and ground-based surveying field work has been completed as well as related cartography and 3D terrain models.

This information is made available solely as general information to interested parties who are considering responding to this RFQ and not for any other purpose. The RFP will define the information that Proponents may rely on in the preparation of Proposals.



2. PUBLIC PRIVATE PARTNERSHIP PROCUREMENT PROCESS

Canada expects to select the Private Partner following a PPP procurement process comprising two principal stages:

2.1 Stage One: Request for Qualifications (RFQ)

2.1.1 This RFQ is the first stage in the procurement process. The objective of this RFQ is to identify the three highest ranked Qualified Respondents to be invited to participate in the Request for Proposals (RFP). Respondents to the RFQ will be ranked based on the process set out in section 4 of this RFQ.

2.1.2 The three highest ranked Qualified Respondents will be invited to execute the Submission Agreement (Appendix G).

2.2 Stage Two: Request for Proposals (RFP)

The information provided in this section does not represent a commitment by Canada and is provided solely for information purposes. It may be modified by Canada, in its sole discretion, at the RFP stage.

2.2.1 Canada intends to invite Proponents to submit proposals that are expected to contain, in respect of the Project, a technical submission and financial submission.

2.2.2 A draft Project Agreement will be included with the RFP. It is anticipated that the Proponents will have the opportunity to submit comments, questions and suggested modifications to the draft Project Agreement via commercially confidential meetings and written enquiries. In view of such comments and suggestions, the draft Project Agreement could be revised.

2.2.3 Proponents are expected to be required to submit bid security with their Proposal in the amount of \$5,000,000 in the form and on terms set out in the RFP.

2.2.4 The Proponent with the lowest cost compliant Proposal will be identified as the Preferred Proponent and required to provide additional bid security in the amount of \$5,000,000 in the form and on terms set out in the RFP. The last stages leading to Financial Close are expected to consist of finalizing all documentation giving effect to the Project Agreement.



2.2.5 Canada anticipates paying an honorarium to each Proponent that has submitted a compliant Proposal but has not been identified as the Preferred Proponent. It also anticipates executing an “Early Works Agreement” with the Preferred Proponent in order to begin work immediately after selection.

2.3 Anticipated Procurement Schedule

The following table outlines the indicative timelines for the procurement process and does not represent a commitment by Canada. Rather, it is provided solely for information purposes. Dates are subject to change in the sole discretion of Canada.

Key Activities	Timeline
STAGE 1 – REQUEST FOR QUALIFICATIONS	
Information Session and Site Visit	March 31 & April 1, 2014
End of Enquiry Period	April 22, 2014
Response Submission Deadline	April 30, 2014
Response Evaluation Completion	June 2014
STAGE 2 – REQUEST FOR PROPOSALS	
RFP release to Proponents	July 2014
Proposal Submission Deadline (Financial and Technical may be staggered)	February 2015
Announcement of Preferred Proponent	April 2015
Financial Close	June 2015
Completion of components: <ol style="list-style-type: none"> 1. New bridge for the St. Lawrence 2. All other project components including the Îles des Soeurs Bridge 	<ol style="list-style-type: none"> 1. For completion by the end of 2018 2. For completion by the end of 2020



3. RESPONSE PREPARATION INSTRUCTIONS AND GENERAL INFORMATION

Further response preparation instructions can be found at Appendix E- RFQ Standard Instructions.

3.1 Date and Place of Delivery of Responses

Respondents must send Responses to this RFQ to:

Public Works and Government Services
Canada (PWGSC)
Bid Receiving Unit
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ième} étage
Montréal, Québec
H5A 1L6

Telephone: 514-496-3404

The deadline for submitting the Responses is April 30th, 2014, at 14:00 Eastern Time (ET) (RFQ Response Submission Deadline).

Respondents must ensure that Responses are submitted at the time and place indicated above. Responses sent electronically or by fax will not be accepted. Enquiries concerning receipt of Responses may be addressed to the Bid Receiving Unit.

3.2 Enquiries during the RFQ Process

All enquiries must be submitted by e-mail to the Procurement Authority (e-mail address found below) no later than six (6) business days before the RFQ Response Submission Deadline in order to be considered by Canada.

To ensure the integrity of the procurement process, enquiries and other communications regarding the RFQ must be directed only to the Procurement Authority at the e-mail address mentioned below. Interested parties should not contact any other employee of Canada, any of the Ineligible Parties, or other persons involved in the Project to discuss questions regarding the RFQ. Canada designates the following person as the Procurement Authority:

New Bridge for the St. Lawrence Corridor
Secretariat
Attention: Lisa Wong
E-mail Address:
NPSL.NBSL@tpsgc-pwgsc.gc.ca

Canada will have no obligation to respond to enquiries that are not submitted in accordance with the procedures described herein. Interested parties should reference as accurately as possible the numbered item of the RFQ to which the enquiry relates. Care should be taken by interested parties to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.

During the RFQ stage, to ensure transparency and quality of information provided to interested parties, enquiries received and the replies to such enquiries, if any, will be provided in writing in an Addendum which will be posted on



Buyandsell.gc.ca without revealing the source of the enquiry. It is the sole and entire responsibility of each interested parties to regularly verify on Buyandsell.gc.ca the posting of any Addendum (<https://buyandsell.gc.ca>)

Enquiries that are of a "proprietary" nature or are "commercially confidential" must be clearly marked "proprietary" or "commercially confidential" at each relevant item.

Items identified as "proprietary" or "commercially confidential" will be treated as such except where Canada determines that the enquiry is not of a "proprietary" or "commercially confidential" nature.

If it is determined that the enquiry is not "proprietary" or "commercially confidential", then Canada will inform the interested party, and terminate the enquiry. The interested party will be encouraged to resubmit a new enquiry without marking it "proprietary" or "commercially confidential". Canada will not provide a response to the question unless it is resubmitted without marking "proprietary" or "commercially confidential".

All enquiries should be submitted using Appendix F-Request for Information Form.

3.3 Information Session and Site Visit

3.3.1 Information Session

An information session will be held on March 31st 2014. This session will contain two parts, the first from 10:30 to 12:00 (noon) and the second from 13:30 to 15:00. The information session will be held at The Fairmont Queen Elizabeth, 900 boul. René-Lévesque Ouest, Montréal, Québec.

All interested parties must register with the Procurement Authority before the Information Session to confirm their attendance and should provide, in writing, to the Procurement Authority, the names and e-mail addresses of the person(s) who will be attending and a list of questions they wish to discuss at least two (2) working days before the Information Session. There will be a maximum of eight (8) representatives per registered interested party. All interested parties who do not confirm attendance may not be allowed to participate in the Information Session. Any changes to the attendance list should be addressed to the Procurement Authority at least two (2) working days before the Information Session.

Any clarifications or changes to the RFQ resulting from the Information Session will be issued as an Addendum to the RFQ. Interested parties who do not attend will not be precluded from submitting a Response.

Attendance at an Information Session will be at the discretion of the Respondents, but Respondents who do not attend will be deemed to have received all of the information made available to attendees.



3.3.2 Site Visit

Arrangements have been made for a visit of the Project area. The Site Visit will be held on April 1, 2014 from 8:00 to 12:00 (noon). Participants are to gather no later than 7:50 in the lobby of The Fairmont Queen Elizabeth, 900 boul. René-Lévesque Ouest, Montréal, Québec. When registering, interested parties should confirm whether they would prefer the site visit in French or in English.

Interested parties must register with the Procurement Authority no later than two (2) working days before the Site Visit to confirm attendance and provide the name(s) of the person(s) who will attend. There will be a maximum of three (3) participants per registered interested party. Any changes to the attendance list should be addressed to the Procurement Authority at least two (2) working days before the Information Session.

All interested parties who do not confirm attendance may not be allowed to participate in the Site Visit. Any clarifications or changes to the RFQ resulting from the Site Visit will be issued as an Addendum to the RFQ. Interested parties who do not attend will not be precluded from submitting a Response.

Attendance at a Site Visit will be at the discretion of the Respondents, but Respondents who do not attend will be deemed to have received all of the information made available to attendees.

3.4 Response Content and Format Instructions

3.4.1 **Mandatory Content** – Respondents must submit the following mandatory documents as part of their Response:

Appendix B – Mandatory Forms and Certifications

Package 1: Mandatory Forms and Certifications:

- Response Declaration Form;
- Corporate Profile; and,
- Directors of the Respondent's Team.

3.4.2 **Rated Content** - Following the format set out in this section, Respondents should provide their Response in six (6) separate packages (described at Appendix C – Rated Evaluation Criteria):

Appendix C – Rated Evaluation Criteria

- Package 2: Team Partnering
- Package 3: Financial Capability and Financing Abilities
- Package 4: Design of Bridges and Highways
- Package 5: Construction of Bridges and Highways
- Package 6: Bridge and Highway Operations and Maintenance
- Package 7: Tolling Systems Operations and Maintenance



3.4.3 Respondents should provide six (6) hard copies and two (2) soft copies on two separate USB data storage keys in both Microsoft® Office compatible format and searchable Adobe Acrobat® compatible PDF format. The Respondent should indicate one hard copy as its “original”. If there is a discrepancy between the wordings of any copies, the wording of the indicated “original” copy will prevail.

3.4.4 Respondents should follow the format instructions below in the preparation of their hard and soft copy Responses:

- a) Use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) Use a numbering system that corresponds to the RFQ;
- c) The text should not be smaller than Arial font size 10. Page count limitations do not apply for Package 1 (Appendix B – Mandatory Forms and Certifications). Page limitations are identified per criterion within Appendix C – Rated Evaluation Criteria. Any additional pages will not be considered for evaluation;
- d) Only material included within the Respondent’s hard-copy Response will be evaluated. Reference material outside of the Respondent’s hard-copy Response will not be considered;

- e) For each package, include a title page at the front of each copy of the Response that includes the Project Title, date, the RFQ number and Respondent’s name;
- f) For each package include a table of contents; and,
- g) In addition to the pages described at 3.4.4 a. and c., the Respondent may include a maximum of two 11 x 17 inch (279 mm x 432 mm) sheets in the Response, printed on both sides, with text no smaller than Arial font size 8, in order to provide their organisational chart in response to rated criteria in Package 2: –Team Partnering (Appendix C – Rated Evaluation Criteria).

3.5 Request for Advance Rulings

Canada has taken steps to protect the integrity of the procurement process including requiring all those involved with the process to comply with the Code of Conduct for Procurement and to avoid and prevent situations that could give rise to a conflict of interest, or the appearance of a conflict of interest. A Respondent who has any concerns regarding their status to qualify based on Appendix E - RFQ Standard Instructions, Clause 11, Code of Conduct for Procurement (Integrity Provisions), or Clause 12, Conflict of Interest – Unfair Advantage, is encouraged to request an advance ruling in accordance with the following process:

Advance ruling requests are to be sent to the Procurement Authority not less than



10 days prior to the RFQ Response Submission Deadline by email with the following information:

3.5.1 For advance ruling on the Code of Conduct for Procurement (Integrity Provisions):

- a) Company name (registered or corporate name);
- b) Address (registered head office and place of business) and contact information;
- c) Names of the individuals that are currently of the board of directors;
- d) if applicable, description of the steps taken to date and future steps proposed to be taken to mitigate the situation; and,
- e) copies of any relevant documentation.

3.5.2 For advance ruling on Conflict of Interest – Unfair Advantage:

- a) Names and contact information of the Respondent and the person or entity for which the advance ruling

is requested;

- b) a description of the person and or entity’s relationship to the Respondent;
- c) if applicable, description of the steps taken to date and future steps proposed to be taken to mitigate the situation; and,
- d) copies of any relevant documentation.

3.6 Additional Information

Additional information is available for viewing on the Buyandsell.gc.ca under “Attachments”. The information does not contain commitments by Canada nor form part of this RFQ. It is provided solely for information purposes. Further information may be added prior to the RFQ Response Submission Deadline and Respondents are responsible for verifying Buyandsell.gc.ca for updates. The following information is provided:

- The NBSL Corridor Project Brief; and,
- The NBSL Industry Day Information.



4. EVALUATION PROCEDURES

4.1 Conduct of Evaluation

- 4.1.1 In conducting its evaluation of the Responses, Canada may, but will have no obligation to, do the following:
- a) seek clarification or verification from Respondents regarding any or all information provided by them with respect to the Response;
 - b) conduct reference checks, to be used to verify and validate the Respondent's Response. Information provided by a reference which differs from the information supplied by the Respondent may be considered by evaluators. If the information provided by the Respondent cannot be verified and validated, the information may not be evaluated and the Response may receive no credit for the criterion in question;
 - c) request specific information with respect to a Respondent's legal status; and,
 - d) verify any information provided by Respondents through independent research, the use of any government resources or by contacting third parties.

- 4.1.2 Respondents will be given a time limit to comply with any request related to any of the above items. Failure to comply with the request or within the specified time limit may result in the Response being declared non-compliant.

4.2 Consensus

An evaluation committee will be appointed by Canada. A consensus process through both written and oral evaluations will be used to arrive at a consensus score for each criterion being evaluated.

4.3 Qualified Respondent

To be considered a Qualified Respondent, a Respondent must submit a Response that:

- a. includes all duly completed mandatory forms and certifications in Appendix B – Mandatory Forms and Certifications; and,
- b. obtains the required minimum scores where applicable in Appendix C – Rated Evaluation Criteria.

4.4 Invitation to Execute Submission Agreement

Canada will invite the three (3) highest ranked Qualified Respondents to execute a Submission Agreement as a condition of being selected as a Proponent to participate in the RFP.

In the event of a tie, it will be resolved in favour of the Qualified Respondent with



the highest total score in the Design of Bridges and Highways Package. In the event where the tie is unresolved, the Qualified Respondent with the highest weighted combined score in the Construction of Bridges and Highways will be selected.

If any of the three highest ranked Qualified Respondents fail or refuse to execute a Submission Agreement within the allocated period, Canada may, in its sole discretion, withdraw the invitation and extend it to the next highest ranked Qualified Respondent to execute a Submission Agreement, and participate as a Proponent under the RFP.

4.5 Notification and De-Briefing

All Respondents will receive written notification whether or not they are considered compliant. Respondents that are not selected as one of the three highest ranked Qualified Respondents will

be notified in writing, and following the execution of the Submission Agreement by the three highest ranked Respondents, they will be offered a debriefing, upon request. Should a Respondent that is not selected as one of the three highest ranked Qualified Respondents desire a debriefing, the Respondent should contact the person identified in the letter of notification. The debriefing will include the reasons the Respondent was not selected as one of the three highest ranked Qualified Respondents. The debriefing will be limited to details and results of the evaluation of the specific Respondent's Response and will not provide any details on the contents of, or evaluation results of, Responses of other Respondents. The confidentiality of information relating to other Respondents will be protected. Canada will not assume any costs in relation to debriefings.



APPENDIX A – GLOSSARY AND DEFINITIONS

In this RFQ:

Addendum or **Addenda** means Addendum(s) to this RFQ issued by the Procurement Authority as described in Section 3.2;

Bonding Company means a company appearing on the Treasury Board's Contracting Policy, Appendix L – Acceptable Bonding Companies, at the following address: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027§ion=text#appl>;

Canada means Her Majesty the Queen in right of Canada as represented for the purposes of this RFQ by the Minister of Infrastructure, Communities and Intergovernmental Affairs and the Minister of Public Works and Government Services;

Construction Prime Member see Prime Member;

Code of Conduct means the Code of Conduct for Procurement (Integrity Provisions) in Clause 11 of Appendix E;

Corridor means the bridge corridor spanning the St. Lawrence River and connecting the borough of Verdun to Brossard, including that portion of Autoroute 15 from the Atwater Avenue interchange in the borough of Verdun to the Ile des Soeurs Bridge;

Design Prime Member see Prime Member;

Equity Member of a Respondent means an individual, corporation, joint venture, partnership or other legal entity, exclusive

to one Respondent for the purposes of the Project, who will have an ownership or equity interest in the Private Partner;

Evaluation Criteria means the criteria set out in Appendix C – Rated Evaluation Criteria;

Fairness Monitor means the independent person/firm identified as such in Section 1.5.2 and who will provide independent oversight and monitoring of the fairness of the procurement process;

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

Financial Institution means:

- i. a corporation or institution that is a member of the Canadian Payments Association as defined in the *Canadian Payments Act*;
- ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
- iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province; or,
- iv. a corporation, association and federation incorporated or organized as a credit union or co-operative credit society (such as



Caisses Populaires) that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the *Income Tax Act*;

and, that has a place of business in the Province of Quebec;

Ineligible Party means an entity referred to in Clause 12.4 of Appendix E - RFQ Standard Instructions – Conflict of Interest – Unfair Advantage;

Information Session means the information session referred to in section 3.3.1;

Insurance Company means an insurance company or an insurance broker duly authorized to conduct business and which has an office or agency in Canada, who has been granted an order to insure in Canada risks or is on the following list of insurance companies of the Office of the Superintendent of Financial Institutions found at the following address:

<http://www.osfi-bsif.gc.ca/Eng/wt-ow/Pages/wwr-er.aspx?sc=2&gc=3&ic=1#WWRLink231>;

Key Individuals of a Respondent means those specific roles or persons identified as such in Appendix C – Rated Evaluation Criteria;

Milestone Payments means payments made upon satisfaction of the certification, schedule and other requirements of the Project Agreement;

O&M Prime Member see Prime Member;

PPP means a public-private partnership;

Preferred Proponent means the company, firm, consortium or other legal entity

selected by Canada during the RFP process to finalize the Project Agreement;

Prime Member means an individual, corporation, joint venture, partnership or other legal entity, exclusive to one Respondent for the purposes of the Project, who has a role which involves:

- 25 % or more of the construction activity (**Construction Prime Member**); or
- 20 % or more of the design activity (**Design Prime Member**); or
- 25 % or more of the O&M activity (**O&M Prime Member**);

Procurement Authority means the person identified in section 3.2;

Private Partner means the private partner that is to deliver the Project and includes the sole purpose vehicle or other legal entity constituted by the Preferred Proponent selected by Canada to enter into the Project Agreement;

Project means the design, construction, financing, maintenance and operation (including life cycle refurbishment and toll installation and collection) of the New Bridge for the St. Lawrence Corridor Project and includes the NBSL and all related works in the Corridor, all as more particularly described in section 1;

Project Agreement means the agreement that Canada anticipates entering into with the Private Partner and under which the Private Partner is to implement the Project;

Project Infrastructure means the permanent infrastructure resulting from the Project;



Proponent means one of the Qualified Respondents that has executed a Submission Agreement and is invited to take part in the RFP;

Proposal means the formal proposal by a Proponent in response to the RFP;

Qualified Respondent means a Respondent who complies with section 4.3;

Respondent means the person or entity (or, in the case of a joint venture or consortia, the persons or entities) submitting a Response;

Respondent Team for a Respondent means the Respondent and its Equity Members, Prime Members and Key Individuals;

Respondent's Representative means the person or firm, identified in the Response Declaration Form (Attachment 1 to Appendix B – Mandatory Forms and Certifications), who is fully authorized to represent the Respondent in any and all matters related to its Response;

Response means the formal response by a Respondent to this RFQ and is the statement of information that

substantially complies with the form and

content requirements of this RFQ;

RFP means the Request for Proposals for the Project, as outlined in section 2.2;

RFQ means this Request for Qualifications;

RFQ Response Submission Deadline means the deadline for submitting a Response, as set out in section 3.1;

Service Payments means the payments to be made in satisfaction of the service and/or performance requirements of the Project Agreement with respect to the operation and maintenance phase of the Project (including toll operation and maintenance);

Site Visit means the site visit referred to in section 3.3.2;

Submission Agreement means the agreement that Canada intends to invite the three highest Qualified Respondents to enter into at the end of the RFQ stage substantially in the form attached at Appendix G – Submission Agreement; and

Third Party Experts are Key Individuals who are exclusive to one Respondent, **but who are not employees of the Prime or Equity Members** and are proposed as Key Individuals within the Response.



APPENDIX B – MANDATORY FORMS AND CERTIFICATIONS

PACKAGE 1

Respondents must provide the required forms, certifications and documentation as set out herein to be considered compliant:

- a. Response Declaration Form;
- b. Corporate Profile; and,
- c. Directors of the Respondent's Team.

The forms, certifications and documentation provided by Respondents to Canada are subject to verification by Canada at all times. Canada may declare a

Response non-compliant if any claims made in the forms, certifications and documentation made by the Respondent are found to be untrue during the procurement process.

Canada will have the right to ask for additional information to verify the Respondent's claims to the forms, certifications and documentation. Failure to comply with this request may also render the Respondent's Response non-compliant.



RESPONSE DECLARATION FORM

1. ***This form must be executed by the Respondent.***
2. ***By executing this Response Declaration, the Respondent agrees to the provisions of the RFQ and this Response Declaration.***

[Respondent's Letterhead]

To: Public Works and Government Services Canada
Bid Receiving Unit
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^e étage
Montréal, Québec
H5A 1L6

Attention: NBSL Secretariat
C/O Lisa Wong

The Respondent hereby agrees and acknowledges that:

1. Response

- a. This Response Declaration Form has been duly authorized and validly executed; and,
- b. The Respondent is bound by all statements and representations in its RFQ Response.

2. Acknowledgements with respect to the RFQ

- a) The Respondent:
 - i. has received, read, examined and understood; and,
 - ii. agrees to be bound by,

the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and all Addenda;
- b) By submitting a Response, the Respondent waives any further right to Addenda or clarification of any aspect of the RFQ;



- c) The Respondent represents that the person identified below as the Respondent’s Representative is fully authorized to represent the Respondent in all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with its Response;
- d) The Respondent represents that it does not consider itself to be in conflict of interest or to have an unfair advantage within the meaning of Appendix E – RFQ Standard Instructions, Clause 12, Conflict of Interest – Unfair Advantage; and,
- e) The Respondent acknowledges that information provided below will be used to support the evaluation of its Response.

3. Consent of Respondent Team

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

4. Language Preference

If invited to participate in Stage 2 Request for Proposals, the Respondent would prefer to receive correspondence and associated procurement documentation in the following language during RFP process.

- English** **French**

Respondent Team consists of:

Equity Member of a Respondent means an individual, corporation, joint venture, partnership or other legal entity, exclusive to one Respondent for the purposes of the Project, who will have an ownership or equity interest in the Project;

Equity Member(s) (Registered or corporate name)	Address (Registered head office and place of business)	Approx. % of equity participation

*Add rows as applicable

Prime Member means an individual, corporation, joint venture, partnership or other legal entity, exclusive to one Respondent for the purposes of the Project, who has a role which involves:



- 25 % or more of the construction activity (**Construction Prime Member**); or
- 20 % or more of the design activity (**Design Prime Member**); or
- 25 % or more of the O&M activity (**O&M Prime Member**);

Prime Member (s) (Registered or corporate name)	Address (Registered head office and place of business)	Specify role (Design, Construction or Operations and Maintenance)	Approx. % of activity related to the role

*Add rows as applicable

Third Party Experts are Key Individuals who are exclusive to one Respondent, **but who are not employees of the Prime or Equity Members** and are proposed as Key Individuals within the Response. The Respondent certifies that it has the permission from these additional individual(s) to propose their services in relation to the Project and to submit their résumé to Canada.

Third Party Experts (Key Individuals who are not employees of the Prime or Equity Members)	Third Party Experts' Company (Registered or corporate name)	Address (Registered head office and place of business)

*Add rows as applicable



RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Name

Address

E-mail Address

Name of Authorized Signatory

Telephone



CORPORATE PROFILE

Respondents must provide a corporate profile that will introduce the Respondent and each Prime Member, Equity Member and the Key Individuals and the roles for each as identified in the Response Declaration Form. This information will not be rated and will be shared with the evaluation committee.

The page limitation for the corporate profile is a maximum ten (10) pages.



APPENDIX C – RATED EVALUATION CRITERIA

1. Evaluation Criteria Response Instructions:

- a. In its Response, the Respondent should demonstrate its understanding of the requirements contained in the RFQ and explain how it will meet these requirements. The Respondent should demonstrate its experience and describe its approach for carrying out the Project in a thorough, concise and clear manner.
- b. The Response should address clearly and in sufficient depth the points that are subject to the Evaluation Criteria against which the Response will be evaluated. Simply repeating the statement contained in the RFQ is not sufficient.
- c. Evaluation Criteria will be evaluated against the identified applicable scales. The applicable scales can be found in Appendix D – Applicable Scales for Rated Evaluation Criteria.

2. RFQ Evaluation Synopsis

The Evaluation Committee will be responsible for evaluating the Responses in accordance with the Evaluation Criteria. The following provides the general overview of the evaluation areas, applicable weight and minimum weighted score for rated Evaluation Criteria.

Evaluation Area	Applicable Weight	Minimum Weighted Score
Rated Evaluation Criteria		
Package 2 – Team Partnering	5%	--
Package 3 – Financial Capability and Financing Abilities	30%	18/30
Package 4 – Bridge Design Experience	15%	9/15
Package 4 – Highway Design Experience	5%	--
Package 5 – Bridge Construction Experience	20%	12/20
Package 5 – Highway Construction Experience	10%	--
Package 6 – Bridge & Highway Operations & Maintenance	10%	--
Package 7 – Tolling Operations and Maintenance	5%	--



PACKAGE 2
EVALUATION AREA: TEAM PARTNERING

Package 2 will be used to evaluate the Respondent Team partnering experience. The applicable scales for the criterion in Package 2 (see Appendix D – Applicable Scales for Rated Evaluation Criteria) are:

- 2-1 Scale 6
- 2-2 Scale 1

The Respondent should provide the information requested in Package 2 as follows:

Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 2 Response Submission Requirements	PACKAGE 2 Evaluation Criteria
2-1	Team Partnering	1.0	5 pages including two (2) 11X17 pages	<p>a. Description of the role of each Equity Member and Prime Member in the Project;</p> <p>b. Organizational chart illustrating the relationship between each of the Respondent’s members at the following stages of the Project:</p> <ol style="list-style-type: none"> 1. Design; 2. Construction; and, 3. Operations and Maintenance. <p>c. Identification of the member or members with decision-making authority for the Respondent and, if this authority will be shared between two or more members, any dispute resolution mechanism that is in place; and</p>	<p>The Response will be evaluated on the degree to which the Respondent provides a clear and effective organizational and governance structure.</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 2 Response Submission Requirements	PACKAGE 2 Evaluation Criteria
2-2	Respondent members or Key Individuals experience in team partnering	4.0	3 pages per project	<p>d. If available, the bidding agreement or teaming agreement setting out the relationship and responsibilities of each member.</p> <p>A description of three (3) comparable projects where two or more of the Respondent Team members or Key Individuals worked together.</p> <p>The description of comparable projects should be:</p> <ul style="list-style-type: none"> • civil infrastructure or building projects of a value of at least \$500 million which reached substantial completion in 2009 or later; and, • to the extent available, projects that were carried out as a PPP or similar procurement method such as design-build-operate or design-build-maintain; and for each reference project include: <ol style="list-style-type: none"> a. A description of the assets which were built; b. Location of the asset; c. The construction period and/or operating period under contract; d. The construction cost, in original currency and Canadian dollars; e. The type of contract; f. The identification of the client; 	<p>The Response will be evaluated on the degree to which it indicated the Respondent's members demonstrated ability to work with each other, considering:</p> <ol style="list-style-type: none"> 1. Number of Respondent Team members involved on a project; 2. Number of Key Individuals involved in a similar project; 3. Whether the reference project was carried out as a PPP or comparable procurement approach which combined design, construction and/or operation or maintenance responsibilities; and, 4. Identification of success factors which led to the members working well together and which could be applied to the Project.



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 2 Response Submission Requirements	PACKAGE 2 Evaluation Criteria
				<p>g. The identification of the Respondent members involved and their respective roles;</p> <p>h. The identification of Respondent Key Individuals involved and their respective roles;</p> <p>i. A description of the success factors which led to the members to work well together; and,</p> <p>j. A client reference for each reference project, that is able to confirm the information provided on the project.</p>	



PACKAGE 3

EVALUATION AREA: FINANCIAL CAPABILITY AND FINANCING ABILITIES

Package 3 will be used to evaluate the Respondent Team's financial capacity and financing abilities. The applicable scales for the criterion in Package 3 (see Appendix D – Applicable Scales for Rated Evaluation Criteria) are:

- **3-1 Scale 3** • **3-6 Scale 4**
- **3-2 Scale 3** • **3-7 Scale 1**
- **3-3 Scale 3** • **3-8 Scale 5**
- **3-4 Scale 3** • **3-9 Scale 5**
- **3-5 Scale 1**

The Respondent should provide the information requested in Package 3 as follows:

The Response submission requirements for Criteria 3-1 to 3-4 refer to a Financial Package, which consists of the following:

- a) The audited annual financial statements for the last three available fiscal years and quarterly financial statements for each quarter since the last annual financial statement produced; when audited annual financial statements are not available, unaudited annual financial statements should be provided;
- b) Management's discussion and analysis of results for the last three fiscal years or the equivalent information if available;
- c) Confirmation of the absence of any material financial information not disclosed in information already provided, signed by the entity's chief financial officer or comptroller, or by a director, agent or employee of the entity authorized to sign such confirmation;



- d) Confirmation of the absence of any material adverse change not disclosed in information already provided, signed by the director or the comptroller of the entity, or by a director, agent or employee of the entity who is authorized to sign such confirmation; and,
- e) For entities that have debt rated by a credit rating agency, a copy of the most recent rating report (including all credit warnings issued since publication of the report) from each credit rating agency evaluating the entity or its indebtedness, or a confirmation of the absence of any such information.

The minimum required total weighted score for Criteria 3-1 to 3-9 is 18/30.

Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 3 Response Submission Requirements	PACKAGE 3 Evaluation Criteria
3-1	Financial capability of Equity Members	3.0	N/A	The Respondent should provide the Equity Member's Financial Package.	The Response will be evaluated on the Equity Members' availability ¹ of funds required to make the equity investment in the Project. Strictly for the purpose of the RFQ evaluation, it is assumed that the equity required is \$400 million. Should the Respondent have more than one Equity Member, the evaluation will be based on each Equity Member's proportional participation in the Respondent.
3-2	Financial capability of Construction Prime Members	6.0	N/A	The Respondent should provide the Construction Prime Member's Financial Package.	The Response will be evaluated on the Construction Prime Member's financial capacity to carry out construction of the Project, based on an analysis of the Financial Package including parameters such as:

¹ Availability of funds is defined as cash and cash equivalent position, including any available undrawn credit facilities.



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 3 Response Submission Requirements	PACKAGE 3 Evaluation Criteria
3-3	Financial capability of the Design Prime Members	1.5	N/A	The Respondent should provide the Design Prime Member's Financial Package.	<p>1. Annual sales; 2. Total net assets²; 3. Gross margin³; and, 4. Debt service coverage ratio⁴.</p> <p>Should the Respondent have more than one Construction Prime Member, the evaluation will be based on each Construction Prime Member's proportional participation in the Respondent.</p> <p>The response will be evaluated on the Design Prime Members' financial capacity to carry out design of the Project, based on an analysis of the Financial Package including parameters such as:</p> <p>1. Annual sales; and, 2. Gross margin⁵.</p> <p>Should the Respondent have more than one Design Prime Member, the evaluation will be based on each Design Prime Member's proportional participation in the Respondent.</p>

² Total net assets is defined as total assets less total liabilities.

³ Gross margin is defined as: (total revenues – cost of goods sold) / total revenues.

⁴ Debt service coverage ratio is defined as EBITDA / total debt service.

⁵ Gross margin is defined as: (total revenues – cost of goods sold) / total revenues.



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 3 Response Submission Requirements	PACKAGE 3 Evaluation Criteria
3-4	Financial capability of the O&M Prime Members	1.5	N/A	The Respondent should provide the O&M Prime Member's Financial Package.	<p>The response will be evaluated on the O&M Prime Members' financial capacity to carry out O&M of the Project, based on an analysis of the Financial Package including parameters such as:</p> <ol style="list-style-type: none"> 1. Annual sales; and, 2. Gross margin⁶. <p>Should the Respondent have more than one O&M Prime Member, the evaluation will be based on each O&M Prime Member's proportional participation in the Respondent.</p>
3-5	Respondent's experience with project financing	9.0	3 pages per project	<p>The Respondent should provide three project descriptions demonstrating its experience with project financing, and:</p> <ul style="list-style-type: none"> • The projects should demonstrate experience with project financing for comparable projects; • Each project should have reached financial close in 2010 or later; and, • Each project should have involved a long term financing structure (bank borrowings or bonds) of at least \$500 million. 	<p>The response will be evaluated on the degree to which the Respondent demonstrates experience with project financing that is similar in scope and nature to that required for the Project. A maximum of 3 points are available for each project description based on the following:</p> <ol style="list-style-type: none"> 1. Involvement of the Respondent's Equity Members or Prime Members in the financing; 2. Comparability to the Project (size, type of infrastructure, location, date of financing); 3. Comparability to the Project's commercial structure (DBFOM);

⁶ Ibid



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 3 Response Submission Requirements	PACKAGE 3 Evaluation Criteria
				<p>The project descriptions should include:</p> <ul style="list-style-type: none"> a) A description of the project, including the type of assets financed, the total project cost and its location; b) The date of financial close and the construction period; c) The project's commercial structure (type of Project Agreement such as DBFM or DBFOM, duration of contract, etc.); d) The project's financing structure; e) A description of each financial instruments used, including amount and term; f) Identification of any other relevant information relating to the financing, such as any credit ratings, use of credit insurance or similar financial instruments, etc.; g) The mandated lead arranger and other significant participants in the finance raising; h) Identification of each of the Respondent's Equity Members or Prime Members who were responsible for structuring and implementing the financing; i) Any awards or other recognition received for the financing; and, j) A client reference: to be considered valid, each project description must include a client reference able to confirm the information provided on the project. 	<ul style="list-style-type: none"> 4. Size of the financing; 5. Comparability with the Project's risk profile; and, 6. Comparability with the type of financing structure usually used for a project similar to the Project.



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 3 Response Submission Requirements	PACKAGE 3 Evaluation Criteria
3-6	Respondent's preliminary financing plan	3.0	3 pages	<p>The Respondent should provide a preliminary financing plan for the Project including the following information:</p> <ul style="list-style-type: none"> a) The type of financing (equity, borrowings, etc.) including the approximate proportion of each during the construction period; b) The type of financing (equity, borrowings, etc.) including the approximate proportion of each during the operating period; c) Other financial instruments that could be used (for example, credit enhancement); and, d) Key success factors related to the preliminary financing plan. <p>The Respondent is not required to show that financing for the Project is in place; it need only indicate its general preliminary approach for obtaining such financing.</p>	<p>The Response will be evaluated on the degree to which the Respondent demonstrates its understanding of the NBSL Project's financing requirements, in particular:</p> <ol style="list-style-type: none"> 1. The financing plan's appropriateness given expected project cash flows; 2. The financing plan's ability to adapt to unexpected events which could cause delays and costs overruns; 3. The financing plan's ability to mitigate risks; and, 4. The Respondent's understanding of current financing market conditions.
3-7	Respondent's proposed Director of financing for the Project	3.0	5 pages	<p>The Respondent should provide the résumé for the Director of financing for the Project including:</p> <ul style="list-style-type: none"> a) Identity of current employer; b) Number of years of experience in the role proposed for the Project; and, 	<p>The Response will be evaluated on the degree to which the Respondent presents a Director of financing who, through his/her résumé and three reference projects, demonstrates experience comparable to that required for the Project.</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 3 Response Submission Requirements	PACKAGE 3 Evaluation Criteria
				<p>c) Three (3) project descriptions demonstrating the Director of financing's experience with project financing. Each project should have reached financial close in 2010 or later.</p> <p>Each project description should include:</p> <ul style="list-style-type: none"> a) A description of the project, including the type of assets financed, the total project cost and its location; b) The date of financial close and the construction period; c) The project's commercial structure (type of contract such as DBFM or DBFOM, duration of contract, etc.); d) The project's financing structure; e) A description of each financial instrument used, including amount and term; f) Identification of any other relevant information relating to the financing, such as any credit ratings, use of credit insurance or similar financial instruments, etc.; g) The mandated lead arranger and other significant participants in the finance raising; h) Identification of each of the Respondent's Equity Members or Prime Members, if any, who were responsible for structuring and 	



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 3 Response Submission Requirements	PACKAGE 3 Evaluation Criteria
3-8	Respondent's ability to secure guarantees (bonds or letters of credit)	2.0		<p>implementing the financing;</p> <p>i) Any awards or other recognition received for the financing; and,</p> <p>j) A client reference: to be considered valid, each project description must include a client reference able to confirm the information provided on the project.</p> <p>If the Director of financing is not an employee of an Equity Member or Prime Member, he/she must sign and submit an undertaking form in order to be considered for assessment.</p>	<p>The response will be evaluated based on the Equity Members and Prime Members' ability to provide evidence to secure the appropriate guarantees. Evidence of guarantee requirement for the Project.</p> <ul style="list-style-type: none"> • A letter of credit for the Project totalling at least \$300 million; or • A performance bond totalling at least \$1.0 billion; or, • A labour and material bond totalling at least \$750 million. <p>The Equity Members and Prime Members can provide individual guarantees whereby the</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 3 Response Submission Requirements	PACKAGE 3 Evaluation Criteria
3-9	Respondent's ability to obtain insurance	1.0		<p>* For a list of acceptable Bonding Companies please refer to Treasury Board's Contracting Policy, Appendix L – Acceptable Bonding Companies, at the following address: http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027&section=text#appl</p> <p>The Respondent should clearly demonstrate its ability to obtain the appropriate insurance coverage needed for the Project by providing a letter of intent obtained from an Insurance Company. The letter of intent should detail that the Respondent has the ability to obtain and maintain the insurance coverage from start date of the Project Agreement up to the start date of the operational period, specifically including:</p> <ul style="list-style-type: none"> • Project Specific Wrap-up General Liability Insurance for a limit of no less than \$100,000,000 per occurrence. Per occurrence deductible shall not be greater than \$250,000; • Project Specific Professions Liability (Errors and Omissions) Insurance for a limit of no less than \$100,000,000 per claim. Per claim deductible shall not be greater than \$250,000; • Construction All-Risk Property 	<p>aggregate value of the guarantees will be equivalent to the required total. Should a combination of letters of credit and bonds be chosen, the equivalence factor utilized in the evaluation will be 10 to 1 for the letter of credit (e.g. a \$1 million letter of credit will be equivalent to a \$10 million bond)</p> <p>Evidence of insurance coverage should not be interpreted as an insurance requirement for the Project.</p> <p>The Response will be evaluated based on each Construction Prime Member's ability to provide evidence that it is able to obtain the appropriate insurance coverage needed for the Project. This evidence must take on the form of a letter of intent obtained from an Insurance Company.</p> <p>Insurance requirements for the Project should be assumed to be the Construction Prime Member's ability to subscribe to, furnish and maintain in force continuously from the start date of the Project Agreement up to the start of the operational period, jointly in its name, in the name of Canada and other stakeholders, when applicable:</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 3 Response Submission Requirements	PACKAGE 3 Evaluation Criteria
				<p>Insurance for a limit equal to the reconstruction value of the main structure, for the sole purpose of this RFQ, an amount of 1.5 Billion dollars is to be used. Deductible shall not be greater than \$250,000; and,</p> <ul style="list-style-type: none"> • Project Specific Environmental Liability Insurance for a limit of no less than \$25,000,000 per claim. Per claim deductible shall not be greater than \$250,000. 	<ul style="list-style-type: none"> • Project Specific Wrap-up General Liability Insurance for a limit of no less than \$100,000,000 per occurrence. Per occurrence deductible shall not be greater than \$250,000; • Project Specific Professions Liability (Errors and Omissions) Insurance for a limit of no less than \$100,000,000 per claim. Per claim deductible shall not be greater than \$250,000; • Construction All-Risk Property Insurance for a limit equal to the reconstruction value of the main structure, for the sole purpose of this RFQ, an amount of 1.5 Billion dollars is to be used. Deductible shall not be greater than \$250,000; and, • Project Specific Environmental Liability Insurance for a limit of no less than \$25,000,000 per claim. Per claim deductible shall not be greater than \$250,000. <p>Such requirements are only general guidelines establishing the intention of Canada. Canada reserves the right to modify such requirements in the RFP.</p>



**PACKAGE 4
EVALUATION AREA: DESIGN OF BRIDGES AND HIGHWAYS**

Package 4 will be used to evaluate the experience of the Respondent Team and Key Individuals for the design of bridges and highways. The applicable scale for the criterion in Package 4 (see Appendix D – Applicable Scales for Rated Evaluation Criteria) is Scale 2.

DESIGN OF BRIDGES

The minimum required total weighted score for Criteria 4-1 to 4-3 is 9/15.

Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 4 Response Submission Requirements	PACKAGE 4 Evaluation Criteria
4-1	Bridge Design Experience	7.5	6 pages per project	<p>The Respondent should provide a description of four (4) bridge projects in which the Design Prime Member(s) displayed their bridge design experience. The Respondent should identify the Design Prime Member that will be responsible for the bridge design management for the Project.</p> <p>The projects should be comparable to the Project in terms of their scope, complexity, content and delivery schedule. In addition, the Respondent should provide the following:</p> <ol style="list-style-type: none"> location, costs and description of the project(s) to which design services was being provided; description of the design services provided demonstrating how these are of a similar nature and scope to the Project described in the RFQ; 	<p>The Response will be evaluated based on the degree to which each project is deemed comparable to the Project in terms of scope, complexity, content and delivery schedule and to which the listed sub-criteria are demonstrated. Responses will also be evaluated based on the degree to which the submitted projects collectively demonstrate all the listed sub-criteria:</p> <ol style="list-style-type: none"> Managing the design of projects similar in scope to the Project including interaction with a third party checker and/or an independent engineer; Successfully integrating construction requirements and long-term operations, maintenance and lifecycle rehabilitation requirements into the design while



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 4 Response Submission Requirements	PACKAGE 4 Evaluation Criteria
				<p>c. the delivery schedule and period over which the design services were provided for the project(s);</p> <p>d. type of procurement delivery method used (e.g. conventional, DBFOM, Design-Build, Design-Build-Operate-Transfer (DBOT));</p> <p>e. design awards and recognitions for demonstrating architectural quality for the project(s);</p> <p>f. design prizes or acknowledgments recognising innovative aspects of design for the project(s);</p> <p>g. sponsor name/client business and operating name; and,</p> <p>h. client point of contact including full name, title, phone number and email address.</p>	<p>undertaking design in the context of a design-build or DBFOM or DBOT procurement method;</p> <p>3. Incorporation of architectural quality considerations into the design through effective collaboration with architects and architectural lighting specialists;</p> <p>4. Developing efficient designs for foundations, concrete or steel superstructures, decks for spans in excess of 80m and efficient foundations well-suited to site conditions;</p> <p>5. Developing designs considering climatic conditions of the project site including the design and implementation of durable works in a climate comparable to that of Montréal, Québec such as but not limited to developing effective corrosion protection strategies, including resistance to freeze-thaw and scaling damage, ice forces accounts for resilience of materials under cold temperature and developing design-related details for winter maintenance activities;</p> <p>6. Developing seismic resistant designs, advanced design analysis techniques and analysis methods to account for seismic loads and other types of dynamic loads</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 4 Response Submission Requirements	PACKAGE 4 Evaluation Criteria
					<p>and interactions;</p> <p>7. Experience in adapting codes to meet unconventional requirements such as combining highway and railway design requirements or other types of special operating conditions; and,</p> <p>8. Use of innovation in design to address technical challenges. Experience and capability in providing value-added, innovative solutions to design challenges.</p> <p>At least one of the projects should have been delivered under an alternative delivery method such as design-build, DBFOM, or DBOT.</p> <p>At least one of the projects should be a project where the incorporation of architectural quality was an important consideration.</p> <p>The projects presented must have been carried out by the Design Prime Member(s) of the Respondent Team responsible for the bridge design management.</p>
4-2	Bridge Design and Bridge Design Management Approach	3.75	5 pages	The Respondent should describe its suggested approach and methodology to bridge design management and bridge design delivery for the Project, including examples of relevant experience gained by the Respondent from the projects presented in 4-1.	The Response will be evaluated based on the degree to which the proposed approach to bridge design and the management of bridge design delivery in the context of a large, fast tracked schedule, a complex project and the presence of numerous stakeholders:



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 4 Response Submission Requirements	PACKAGE 4 Evaluation Criteria
4-3	Key Individuals for Bridge Design and Bridge Design Management	3-75	3 pages per résumé 5 pages for the Project Manager's résumé	<p>The Response should demonstrate that the suggested approach to manage and deliver the bridge design can be effective in the context of a large, fast tracked schedule, a complex project and the presence of numerous stakeholders.</p> <p>The Respondent should describe the bridge design experience for the following Key Individuals:</p> <ul style="list-style-type: none"> • Lead Architect; and, • Lead Structural Engineer. <p>The Respondent should describe design management experience for each of the following Key Individuals:</p> <ul style="list-style-type: none"> • Project Manager; • Design Manager; • Quality Manager; • Lead Architect; and, • Lead Structural Engineer. <p>The Respondent should provide examples of relevant project experience by these individuals in effective design management of bridge projects.</p>	<ol style="list-style-type: none"> 1. addresses efficient and innovative design; 2. offers quality service, cost effective long-term solutions; 3. ensures a durable design; and, 4. delivers design services on time. <p>Respondents should provide lessons learned from the projects presented in 4-1 in support of the suggested approach that would be applied to the Project.</p> <p>The Response will be evaluated to the degree it demonstrates the Key Individuals (listed to the left) prior project experience in bridge design and design management experience in projects of similar scope as the Project. Responses will need to demonstrate the following:</p> <ol style="list-style-type: none"> 1. Experience in working at a comparable level of responsibility and in a comparable project function as for the proposed Key Individual role for that individual; 2. Experience of working on large project(s); and, 3. Experience of working in alternative delivery method project(s) such as Design-Build, DBOT, DBFOM, etc. <p>For the Design Manager and Quality Manager,</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 4 Response Submission Requirements	PACKAGE 4 Evaluation Criteria
				The Respondent should present the information in the Key Individual's résumé.	experience should be in a design-related function on a bridge project of similar scope as the Project. For the Lead Architect and Lead Structural Engineer, experience should be in a bridge design role on a bridge project of similar scope as the Project.

DESIGN OF HIGHWAYS

Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 4 Response Submission Requirements	PACKAGE 4 Evaluation Criteria
4-4	Highway Design Experience	2.5	6 pages per project	The Respondent should provide a description of three (3) highway projects in which the Design Prime Member(s) displayed their highway design experience. The Respondent should identify the Design Prime Member that will be responsible for the highway design management for the Project. The projects should comprise of highway works comparable to the Project in terms of their scope, complexity, content and delivery schedule. In addition, the Respondent should provide the following: a. location, costs and description of the project(s) to which design services was being provided;	The Response will be evaluated based on the degree to which each project is deemed comparable to the Project in terms of scope, complexity, content and delivery schedule and to which the listed sub-criteria are demonstrated. Responses will also be evaluated based on the degree to which the submitted projects collectively demonstrate all the listed sub-criteria: 1. Developing and delivering design of highway projects similar in scope to the Project that include multi-lane highways in urban settings, take into account the existing developed roadway network within and around the project area and the



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 4 Response Submission Requirements	PACKAGE 4 Evaluation Criteria
				<p>b. description of the design services provided demonstrating how these are of a similar nature and scope to the Project described in the RFQ;</p> <p>c. the delivery schedule and period over which the design services were provided for the project(s);</p> <p>d. type of procurement delivery method used (e.g. conventional, DBFOM, Design-Build, Design-Build-Operate-Transfer (DBOT)); design awards and recognitions for demonstrating architectural quality, urban integration or corridor unity for the project(s);</p> <p>f. design prizes or acknowledgments recognising innovative aspects of design for the project(s);</p> <p>g. sponsor name/client business and operating name; and,</p> <p>h. client point of contact including full name, title, phone number and email address.</p>	<p>use of staged construction and traffic management;</p> <p>2. Developing and delivering designs of related works required for a highway project including road drainage, culverts, retaining walls, noise abatement walls, electrical services, lighting, tolling, ITS and signage while providing value-added innovative solutions in highway design and implementation of tolling systems and intelligent transportation systems (ITS);</p> <p>3. Use of road design safety audits at the highway design phase and responding to audit findings;</p> <p>4. Designing for extended service life of highway infrastructure including overpasses and at-grade roadway;</p> <p>5. Designing to account for environmental, ecological or cultural heritage factors such as but not limited to innovative measures to respond to environmental issues and to favour sustainable development;</p> <p>6. Developing foundation design for highways and highway structures, including design for challenging ground conditions such as reclaimed land, landfill and soils exposed to freezing and thawing;</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 4 Response Submission Requirements	PACKAGE 4 Evaluation Criteria
4-5	Highway Design and Highway Design Management Approach	1.25	5 pages	<p>The Respondent should describe its suggested approach and methodology to highway design management and highway design delivery for the Project, including examples of relevant experience gained by the Respondent from the projects presented in 4-4.</p> <p>The Respondent should demonstrate that the suggested approach to manage and deliver the highway design can be effective in the context of a fast tracked schedule, a large, complex project and the presence of numerous stakeholders.</p>	<p>and,</p> <p>7. Designing effective urban integration and corridor unity.</p> <p>At least one of the projects should have been delivered under an alternative delivery method such as design-build, DBFOM, DBOT, etc. At least one of the projects should include tolling. At least one of the projects should be a project where the incorporation of traffic management in an urban setting was an important consideration.</p> <p>The projects presented must have been carried out by the Design Prime Member(s) of the Respondent Team responsible for the highway design management.</p>
					<p>The Response will be evaluated based on the degree to which the proposed approach to highway design and the management of highway design delivery:</p> <ol style="list-style-type: none"> 1. Addresses efficient and innovative design; 2. Offers quality service, cost effective long-term solutions; 3. Ensures a durable design; and, 4. Delivers design services on time. <p>Respondents should provide lessons learned from the projects presented in 4-4 in support of the suggested approach that would be</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 4 Response Submission Requirements	PACKAGE 4 Evaluation Criteria applied to the Project.
4-6	Key Individuals for Highway Design and Highway Design Management	1.25	3 pages per résumé 5 pages for the Project Manager's résumé	<p>The Respondent should describe the highway design experience for the following Key Individual:</p> <ul style="list-style-type: none"> • Lead Highway Engineer. <p>The Respondent should describe the highway design management experience for each of the following Key Individuals:</p> <ul style="list-style-type: none"> • Project Manager; • Design Manager; • Quality Manager; and, • Lead Highway Engineer. <p>The Respondent should provide examples of relevant project experience by these individuals in effective design management of highway projects.</p> <p>The Respondent should present the information in the Key Individual's résumé.</p>	<p>The Response will be evaluated to the degree it demonstrates the Key Individuals (listed to the left) prior project experience in highway design and design management experience in projects of similar scope as the Project. Responses will need to demonstrate:</p> <ol style="list-style-type: none"> 1. Experience in working at a comparable level of responsibility and in a comparable project function as for the proposed Key Individual for that individual; 2. Experience of working on large project(s); and, 3. Experience of working in an alternative delivery method project(s) such as design-build, DBFOM, DBOT, etc. <p>For the Design Manager and Quality Manager, experience should be in a design-related function.</p> <p>For the Lead Highway Engineer, experience should be in a highway design role on a highway project of similar scope as the Project.</p>



PACKAGE 5
EVALUATION AREA: CONSTRUCTION OF BRIDGES AND HIGHWAYS

Package 5 will be used to evaluate the experience of the Respondent Team and Key Individuals for the construction of bridges and highways. The applicable scale for the criterion in Package 5 (see Appendix D – Applicable Scales for Rated Evaluation Criteria) is Scale 2.

CONSTRUCTION OF BRIDGES

The minimum required total weighted score for Criteria 5-1 to 5-3 is 12/20.

Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 5 Response Submission Requirements	PACKAGE 5 Evaluation Criteria
5-1	Bridge Construction Experience	10	6 pages per project	<p>The Respondent should provide a description of four bridge construction projects in which the Construction Prime Member(s) displayed their bridge construction experience. The Respondent should identify the Construction Prime Member that will be responsible for the bridge construction management system for the Project.</p> <p>The projects should be comparable to the Project in terms of their scope, complexity, content and delivery schedule. In addition, the Respondent should provide the following:</p> <ol style="list-style-type: none"> location, costs and description of the project(s) to which construction services was being provided; description of the construction services provided demonstrating how these are of a similar nature and scope to the 	<p>The Response will be evaluated based on the degree to which each project is deemed comparable to the Project in terms of scope, complexity, content and delivery schedule and to which the listed sub-criteria are demonstrated. Responses will also be evaluated based on the degree to which the submitted projects collectively demonstrate all the listed sub-criteria:</p> <ol style="list-style-type: none"> Managing project schedule including supply chain and project delivery logistics with the use of prefabrication, pre-casting and on-site work; In-house construction processes for quality by working with third party checkers such as independent quality inspectors and ensuring effective working relationship



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 5 Response Submission Requirements	PACKAGE 5 Evaluation Criteria
				<p>Project;</p> <ul style="list-style-type: none"> c. the delivery schedule and period over which the construction services were provided for the project(s); d. type of procurement delivery method used (e.g. conventional, DBFOM, Design-Build, Design-Build-Operate-Transfer (DBOT)); e. sponsor name/client business and operating name; and, f. client point of contact including full name, title, phone number and email address. 	<p>with contractors and sub-contractors;</p> <ul style="list-style-type: none"> 3. Coordinating construction work to achieve integration between designers and constructors; 4. Conducting construction of in-water foundations including foundations in rock; 5. Demolition and partial demolition of bridges; 6. Winter working in a climate similar to that of Montréal, Québec; 7. Establishing and effecting health and safety schemes and targets; 8. Consulting with sponsors and stakeholders and managing relations with the government and community to minimize adverse construction impacts to sponsors and stakeholders; 9. Developing effective construction approaches to account for environmental, ecological or cultural heritage factors that include measures to respond to environmental issues and to favour sustainable development; and, 10. Experience working in project areas subject to Canadian and Québecois regulations, with the Canadian and



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 5 Response Submission Requirements	PACKAGE 5 Evaluation Criteria
					<p>Québecois construction labour market, such as health and safety standards, required contractor permits and professional licenses.</p> <p>At least one of four projects should be a project where fast-track delivery was an important driver.</p> <p>At least one of the four projects should have been delivered under an alternative delivery method such as design-build, DBFOM, DBOT.</p> <p>The projects presented must have been carried out by the Construction Prime Member of the Respondent Team responsible for the bridge construction.</p> <p>The Respondent must have provided these services internally or through its own managed subcontracts, and the Respondent must have assumed the responsibility and liability for the provision of those services.</p>
5-2	Bridge Construction and Bridge Construction Management Approach	5	5 pages	The Respondent should describe its suggested approach and methodology to bridge construction management and bridge construction delivery for the Project, including examples of relevant experience gained by the Respondent from for the projects presented in 5-1.	<p>The Response will be evaluated based on the degree to which the proposed approach to bridge construction and the management of bridge construction delivery:</p> <ol style="list-style-type: none"> 1. Addresses efficient and innovative construction; 2. Offers quality works and service, cost effective long-term solutions;



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 5 Response Submission Requirements	PACKAGE 5 Evaluation Criteria
5-3	Key Individuals for Bridge Construction and Bridge Construction Management	5	3 pages per résumé 5 pages for the Project Manager's résumé	<p>The Response should demonstrate that the suggested approach to manage and deliver the bridge construction can be effective in the context of a fast tracked schedule, a large, complex project and the presence of numerous stakeholders.</p> <p>The Respondent should describe the bridge construction experience for the following Key Individual:</p> <ul style="list-style-type: none"> • Construction Manager. <p>The Respondent should describe bridge construction projects and construction delivery for each of the following Key Individuals:</p> <ul style="list-style-type: none"> • Project Manager; • Quality Manager; • Construction Manager; • Safety Officer; and, • Environmental Officer. <p>The Respondent should provide examples of relevant project experience by these individuals in bridge construction projects and construction delivery.</p> <p>The Respondent should present the information in the Key Individual's résumé.</p>	<p>3. Ensures a durable structure; and, 4. Delivers on time.</p> <p>Respondents should provide lessons learned from the projects presented in 5-1 in support of the suggested approach that would be applied to the Project.</p> <p>The Response will be evaluated to the degree it demonstrates the Key Individuals (listed to the left) prior project experience in construction projects and construction delivery in projects of similar scope as the Project. Responses will need to demonstrate the following:</p> <ol style="list-style-type: none"> 1. Experience in working at a comparable level of responsibility and in a comparable project function as for the proposed Key Individual role for that individual; 2. Experience of working on large project(s); and 3. Experience of working in an alternative delivery method project(s) such as Design-Build, DBOT, DBFOM. <p>For the Construction Manager, relevant experience should be in a bridge construction project of similar scope as the Project.</p>



CONSTRUCTION OF HIGHWAYS

Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 5 Response Submission Requirements	PACKAGE 5 Evaluation Criteria
5-4	Highway Construction Experience	5	6 pages per project	<p>The Respondent should provide a description of two highway construction projects in which the Construction Prime Member(s) displayed their highway construction experience. The Respondent should identify the Prime Member that will be responsible for the highway construction management system for the Project.</p> <p>The projects should be comparable to the Project in terms of their scope, complexity, content and delivery schedule. In addition, the Respondent should provide the following:</p> <ol style="list-style-type: none"> location, costs and description of the project(s) to which construction services was being provided; description of the construction services provided demonstrating how these are of a similar nature and scope to the Project; the delivery schedule and period over which the construction services were provided for the project(s); type of procurement delivery method used (e.g. conventional, DBFOM, Design-Build, Design-Build-Operate-Transfer (DBOT)); proof of any prizes or acknowledgments for construction performance; Sponsor name/client business and operating name; and, 	<p>The Response will be evaluated based on the degree to which each project is deemed comparable to the Project in terms of scope, complexity, content and delivery schedule and to which the listed sub-criteria are demonstrated. Responses will also be evaluated based on the degree to which the submitted projects collectively demonstrate all the listed sub-criteria:</p> <ol style="list-style-type: none"> Construction of highways and major multi-lane roadways in urban settings; Traffic management in a complex urban setting. Traffic management during highway construction, particularly in an urban setting for construction of replacement infrastructure; Demolition of highway infrastructure; Construction of foundation for highways and highway structures, including construction in challenging ground conditions such as reclaimed land, landfill, and soils exposed to freezing and thawing; Managing interfaces with utility providers;



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 5 Response Submission Requirements	PACKAGE 5 Evaluation Criteria
				<p>g. client point of contact including full name, title, phone number and email address.</p>	<p>6. Consulting with sponsors and stakeholders and managing relations with the government and community to minimize adverse construction impacts to sponsors and stakeholders;</p> <p>7. Experience working in project areas subject to Canadian and Québecois regulations, with the Canadian and Québecois construction labour market, such as health and safety standards, required contractor permits and professional licenses;</p> <p>8. Establishing and effecting health and safety schemes and targets; and,</p> <p>9. Applying innovative construction approaches and specialist equipment.</p> <p>At least one of the two projects should be a project where traffic management was an important consideration.</p> <p>At least one of the two projects should have been delivered under a procurement delivery method such as design-build, DBFOM, or DBOT.</p> <p>The two projects presented should have been carried out by the Construction Prime Member(s) of the Respondent Team responsible for the highway construction.</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 5 Response Submission Requirements	PACKAGE 5 Evaluation Criteria
5-5	Highway Construction and Construction Management Approach	2.5	5 pages	<p>The Respondent should describe its suggested approach and methodology to highway construction management and highway construction delivery for the Project, including examples of relevant experience gained by the Respondent from for the projects presented in 5-4.</p> <p>The Respondent should demonstrate that the suggested approach to manage and deliver the highway construction can be effective in the context of a fast tracked schedule, a large, complex project and the presence of numerous stakeholders.</p>	<p>The Respondent must have provided these services internally or through its own managed subcontracts, and the Respondent must have assumed the responsibility and liability for the provision of those services.</p> <p>The Response will be evaluated based on the degree to which the proposed approach to highway construction and the management of highway construction delivery:</p> <ol style="list-style-type: none"> addresses efficient and innovative construction; offers quality service, cost effective long-term solutions; ensures a durable highway; and, delivers on time. <p>Respondents should provide lessons learned from the projects presented in 5-4 in support of the suggested approach that would be applied to the Project.</p>
5-6	Key Individuals for Highway Construction and Highway Construction Management	2.5	3 pages per résumé 5 pages for the Project Manager's résumé	<p>The Respondent should describe the highway construction experience for the following Key Individual:</p> <ul style="list-style-type: none"> Construction Manager. <p>The Respondent should describe highway construction projects and construction delivery for each of the following Key</p>	<p>The Response will be evaluated to the degree it demonstrates the Key Individuals (listed to the left) prior project experience in construction projects and construction delivery in projects of similar scope as the Project. Responses will need to demonstrate the following:</p> <ol style="list-style-type: none"> Experience in working at a comparable



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 5 Response Submission Requirements	PACKAGE 5 Evaluation Criteria
				<p>Individuals:</p> <ul style="list-style-type: none"> • Project Manager; • Quality Manager; • Construction Manager; • Safety Officer; and, • Environmental Officer. <p>The Respondent should provide examples of relevant project experience by these individuals in highway construction projects and construction delivery.</p> <p>The Respondent should present the information in the Key Individual's résumé.</p>	<p>level of responsibility and in a comparable project function as for the proposed Key Individual role for that individual;</p> <ol style="list-style-type: none"> 2. Experience of working on large project(s); and, 3. Experience of working in alternative delivery method project(s) such as Design-Build, DBOT, DBFOM. <p>For the Construction Manager, relevant experience should be in a highway construction project of similar scope as the Project.</p>



PACKAGE 6

EVALUATION AREA: BRIDGE AND HIGHWAY OPERATIONS AND MAINTENANCE

Package 6 will be used to evaluate the experience of the Respondent Team and Key Individuals to bridge and highway operation and maintenance (O&M). The applicable scale for the criterion in Package 6 (see Appendix D – Applicable Scales for Rated Evaluation Criteria) is Scale 2.

Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 6 Response Submission Requirements	PACKAGE 6 Evaluation Criteria
6-1	Operation and Maintenance Experience	5	6 pages per project	<p>The Respondent should provide a description of two O&M projects in which the O&M Prime Member(s) displayed their experience in the development, integration and implementation of operation and maintenance processes and systems of an urban highway corridor and a major bridge.</p> <p>The projects should be comparable to the Project in terms of their scope, complexity, content and delivery schedule. In addition, the Respondent should provide the following:</p> <ol style="list-style-type: none"> location, costs and description of the project(s) to which O&M services was being provided; description of the O&M services provided demonstrating how these are of a similar nature and scope to the Project; the delivery schedule and period over which the O&M services were provided for the project(s); type of procurement delivery method used (e.g. conventional, DBFOM, Design- 	<p>The Response will be evaluated based on the degree to which each project is deemed comparable to the Project in terms of scope, complexity, content and delivery schedule and to which the listed sub-criteria are demonstrated. Responses will also be evaluated based on the degree to which the submitted projects collectively demonstrate all the listed sub-criteria:</p> <ol style="list-style-type: none"> Operation on a long-term basis of a bridge or network of bridges and overpasses encompassing overall management of services required for their safe functioning, including infrastructure management, monitoring and inspection of infrastructure, inventories, record keeping, and strategic planning of routine maintenance works and life cycle works; Daily and periodic maintenance activities required for the safe functioning of the



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 6 Response Submission Requirements	PACKAGE 6 Evaluation Criteria
				<p>Build, Design-Build-Operate-Transfer (DBOT));</p> <ul style="list-style-type: none"> e. examples of documentation and record-keeping for end-of-term transfer of the infrastructure related to implemented multi-year rehabilitation and service plans; f. sponsor name/client business and operating name; and, g. client point of contact including full name, title, phone number and email address. 	<p>infrastructure, such as seasonal maintenance, drainage and structural components, operational maintenance of roadways and bridges in winter climates similar to Montréal, Québec including snow removal and de-icing operations;</p> <ul style="list-style-type: none"> 3. Implementation of bridge management systems and network monitoring programs for mandated bridge and roadway performance, including mid- and long-term response plans, response strategies, and rehabilitation strategies with a view to the end-of-term transfer of the infrastructure; 4. Planning, developing and implementing bridge O&M services with a focus on meeting service levels, quality, stakeholder, health, safety and environmental requirements; 5. Planning and implementing multi-year rehabilitation and service plans in consultation with sponsors, users and regulatory agencies taking into account end-of-term considerations for asset condition and transfer while managing scheduled and non-scheduled rehabilitation of bridge components and related roadway components; and,



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 6 Response Submission Requirements	PACKAGE 6 Evaluation Criteria
6-2	Bridge and Highway Operation and Maintenance Approach	2.5	5 pages	<p>The Respondent should describe its suggested approach and methodology to bridge and highway O&M for the Project, including examples of relevant experience gained by the Respondent from for the projects presented in 6-1.</p> <p>The Respondent should demonstrate that the suggested approach to manage and deliver the bridge and highway O&M can be effective in the context of a large, complex project and the presence of numerous stakeholders.</p>	<p>6. Delivering routine traffic management, event detection and user support services and developing emergency response plans related to incidents and threats such as environmental spills, fires, human action, truck collision, ship collision, and natural events such as extreme winds, floods, earthquakes.</p> <p>The two projects presented should have been carried out by the Prime Member of the Respondent Team responsible for the bridge and highway O&M.</p> <p>The Respondent must have provided these services internally or through its own managed subcontracts, and the Respondent must have assumed the responsibility and liability for the provision of those services.</p>
				<p>The Respondent will be evaluated based on the degree to which the proposed approach to bridge and highway O&M reliably provides transportation services and critical infrastructure for public use, with particular emphasis on reliability of maintenance of traffic flow and the provisions for preserving the planned service life of the infrastructure. Respondents should provide lessons learned from the projects presented in 6-1 in support of the suggested approach that would be applied to the Project.</p>	



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 6 Response Submission Requirements	PACKAGE 6 Evaluation Criteria
6-3	Key Individuals for Bridge and Highway Operation and Maintenance	2-5	3 pages per résumé 5 pages for the Project Manager's résumé	<p>The Respondent should describe project experience in the integration and implementation of operation and maintenance procedures and requirements of transportation infrastructure for the following Key Individual:</p> <ul style="list-style-type: none"> • Operations Maintenance and Rehabilitation Manager. <p>The Respondent should describe bridge and highway O&M activities undertaken by each of the following Key Individuals:</p> <ul style="list-style-type: none"> • Project Manager; • Quality Manager; • Operations Maintenance and Rehabilitation Manager; and, • Safety Officer . <p>The Respondent should provide examples of relevant project experience by these individuals in infrastructure O&M projects.</p> <p>The Respondent should present the information in the Key Individual's résumé.</p>	<p>The Response will be evaluated to the degree it demonstrates the Key Individuals (listed to the left) prior project experience in O&M in projects of similar scope as the Project.</p> <p>Responses will need to demonstrate the following:</p> <ol style="list-style-type: none"> 1. Experience in working at a comparable level of responsibility and in a comparable project function as for the proposed Key Individual role for that individual; 2. Experience of working on large project(s); and, 3. Experience of working in an alternative delivery method and/or lease agreement project(s). <p>For the Operations Maintenance and Rehabilitation Manager, experience should be in the integration and implementation of long-term operation and maintenance procedures of major transportation infrastructure of similar scope as the Project.</p>



PACKAGE 7

EVALUATION AREA: TOLLING SYSTEMS OPERATIONS AND MAINTENANCE

Package 7 will be used to evaluate the experience of the Respondent Team and Key Individuals to tolling system operation and maintenance. The applicable scale for the criterion in Package 7 (see Appendix D – Applicable Scales for Rated Evaluation Criteria) is Scale 2.

Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 7 Response Submission Requirements	PACKAGE 7 Evaluation Criteria
7-1	Tolling Operation and Maintenance Experience	2.5	6 pages per project	<p>The Respondent should provide a description of two tolling O&M projects on highways and/or bridges in which the Prime Member(s) displayed their tolling experience. The Respondent should identify the O&M Prime Member that will be responsible for the tolling O&M for the Project.</p> <p>The projects should be comparable to the Project in terms of their scope, complexity, content and delivery schedule. In addition, the Respondent should provide the following:</p> <ol style="list-style-type: none"> location, costs and description of the project(s) to which tolling O&M services was being provided; description of the tolling O&M services provided demonstrating how these are of a similar nature and scope to the Project; the delivery schedule and period over which the tolling O&M services were provided for the project(s); 	<p>The Response will be evaluated based on the degree to which each project is deemed comparable to the Project in terms of scope, complexity, content and delivery schedule and to which the listed sub-criteria are demonstrated. Responses will also be evaluated based on the degree to which the submitted projects collectively demonstrate all the listed sub-criteria:</p> <ol style="list-style-type: none"> Designing, upgrading, implementing and operating an all-electronic open road toll system; Integrating toll operation considerations with design and construction and rehabilitation over a long-term period; Providing value-added, innovative solutions to toll operations including inter-operability of toll systems at regional and continental levels; and,



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 7 Response Submission Requirements	PACKAGE 7 Evaluation Criteria
7-2	Tolling Operations and Maintenance Approach	1.25	5 pages	<p>d. type of procurement delivery method used (e.g. conventional, DBFOM, Design-Build, Design-Build-Operate-Transfer (DBOT));</p> <p>e. examples of documentation and record-keeping for end-of-term transfer of the infrastructure related to implemented multi-year rehabilitation and service plans;</p> <p>f. sponsor name/client business and operating name; and,</p> <p>g. client point of contact including full name, title, phone number and email address.</p>	<p>4. Managing and communicating with stakeholders and users in relation to tolling operations and enforcement of tolling.</p> <p>At least one of the projects should be comparable to the existing corridor in the terms of the levels of traffic usage and/or the number of traffic lanes.</p> <p>The two projects presented should have been carried out by the Prime Member of the Respondent Team responsible for the tolling O&M.</p> <p>The Respondent must have provided these services internally or through its own managed subcontracts, and the Respondent must have assumed the responsibility and liability for the provision of those services.</p>
				<p>The Respondent should describe its suggested approach and methodology to tolling O&M for the Project, including examples of relevant experience gained by the Respondent from the projects presented in 7-1.</p> <p>The Respondent should demonstrate that the suggested approach to manage and deliver the tolling O&M can be effective in the context of a large, complex project and the presence of numerous stakeholders and high traffic volumes.</p>	<p>The Response will be evaluated based on the degree to which the proposed approach to tolling O&M would provide efficient and effective toll revenue collection, in the context of an urban highway with numerous stakeholders. Respondents should provide lessons learned from the projects presented in 7-1 in support of the suggested approach that would be applied to the Project.</p>



Criterion	Evaluation Area	Weight (%)	Page Limits	PACKAGE 7 Response Submission Requirements	PACKAGE 7 Evaluation Criteria
7-3	Key Individuals for Tolling Operations and Maintenance	1.25	3 pages per résumé 5 pages for the Project Manager's résumé	<p>The Respondent should describe project experience in the implementation and operation of tolling systems on a highway and/or bridge for the following Key Individual:</p> <ul style="list-style-type: none"> • Toll Operation Manager. <p>Respondents should describe tolling operations and maintenance activities undertaken by each of the following Key Individuals:</p> <ul style="list-style-type: none"> • Project Manager; and, • Toll Operation Manager. <p>The Respondent should provide examples of relevant project experience by these individuals in highway and/or bridge tolling O&M projects.</p> <p>The Respondent should present the information in the Key Individual's résumé.</p>	<p>The Response will be evaluated to the degree it demonstrates the Key Individuals (listed to the left) prior project experience in tolling O&M in projects of similar scope as the Project. Responses will need to demonstrate the following:</p> <ol style="list-style-type: none"> 1. Experience in working at a comparable level of responsibility and in a comparable project function as for the proposed Key Individual; 2. Experience of working on large project(s); and, 3. Experience of working in an alternative delivery method and/or lease agreement project(s). <p>For the Toll Operation Manager, experience should be in tolling operations, tolling infrastructure, revenue protection and tolling system upgrades of a major highway and/or bridge, including the long-term operation and maintenance of tolling system(s) of similar scope as the Project.</p>



APPENDIX D – APPLICABLE SCALES FOR RATED REEVALUATION CRITERIA

Score Calculations

The total score that will be used to rank Qualified Respondents will be calculated using the following methodology.

For each criterion the Response ratings will be converted into weighted scores using the following formula:

$$\text{Weighted score} = \frac{\text{response rating}}{\text{maximum rating in the scale}} \times \text{weight}$$

Total score will be the sum of weighted scores.

Each criterion indicates what the Respondent should provide to support its demonstration of capability and capacity to address the criterion as it relates to the RFQ. For each criterion, Respondents will be rated in accordance with the following scales.

SCALE 1 – DEMONSTRATED EXPERIENCE

RATING	DESCRIPTION
0	Not Addressed or Minimally Addressed – No response provided or the response does not address the RFQ requirement. The response fails to demonstrate the experience requested due to significant deficiencies. The deficiencies or weaknesses demonstrate that the Respondent did not meet the objectives. The Respondent demonstrates limited experience and the experience is of little relevance to the RFQ requirements.
1	Partially Addressed – The response does not demonstrate that the Respondent met all of the objectives due to a significant level of deficiencies or weaknesses. However, the Respondent has some capability and demonstrates experience of some relevance the RFQ requirements.
2	Satisfactorily Addressed – The response does not demonstrate that the Respondent met all of the objectives due to a moderate level of deficiencies or weaknesses. However, the Respondent has an acceptable level of capability and demonstrates experience of adequate relevance to the RFQ requirements.
3	Well Addressed – The response demonstrates that the Respondent met most of the objectives with few deficiencies or weaknesses. The Respondent has a good level of capability and demonstrates experience that is relevant to the RFQ requirements.
4	Very Well Addressed – The response demonstrates that the Respondent met all of the objectives with no deficiencies or weaknesses. The Respondent has an very good level of capability and demonstrates experience that is very relevant to the RFQ requirements.
5	Excellent Addressed – The response demonstrates that the Respondent exceeds all of the objectives with no deficiencies or weaknesses. The Respondent’s level of capability is excellent and demonstrates experience that is highly relevant to the RFQ requirements.



SCALE 2 – DEMONSTRATED EXPERIENCE AND APPROACH

RATING	DESCRIPTION
0	Not Addressed or Minimally Addressed – No response provided or the response does not address the RFQ requirement. The response fails to demonstrate that the approach proposed and experience requested is appropriate due to significant deficiencies. The deficiencies or weaknesses demonstrate that the Respondent did not meet the objectives. The Respondent demonstrates limited experience and both the approach proposed and experience is of little relevance to the RFQ requirements.
1	Partially Addressed – The response does not demonstrate that the Respondent met all of the objectives due to a significant level of deficiencies or weaknesses. However, the Respondent has some capability and demonstrates an approach and experience of some relevance the RFQ requirements.
2	Satisfactorily Addressed – The response does not demonstrate that the Respondent met all of the objectives due to a moderate level of deficiencies or weaknesses. However, the Respondent has an acceptable level of capability and demonstrates an approach and experience of adequate relevance to the RFQ requirements.
3	Well Addressed – The response demonstrates that the Respondent met most of the objectives with few deficiencies or weaknesses. The Respondent has a good level of capability and demonstrates an approach and an experience that is relevant to the RFQ requirements.
4	Very Well Addressed – The response demonstrates that the Respondent met all of the objectives with no deficiencies or weaknesses. The Respondent has a very good level of capability and demonstrates an approach and experience that is highly relevant to the RFQ requirements.
5	Excellent Addressed – The response demonstrates that the Respondent exceeds all of the objectives with no deficiencies or weaknesses. The Respondent’s level of capability is excellent and demonstrates an approach and experience that is highly relevant to the RFQ requirements.



SCALE 3 – FINANCIAL CAPABILITY OF THE RESPONDENT

RATING	DESCRIPTION
0	Poor – The Respondent does not demonstrate a sufficient financial capacity and ability to meet the financial requirements of the Project.
1	Adequate – The Respondent demonstrates an adequate financial capacity and ability to meet the financial requirements of the Project.
2	Good – The Respondent demonstrates a good financial capacity and ability to meet the financial requirements of the Project.
3	Excellent – The Respondent demonstrates an excellent financial capacity and ability to meet the financial requirements of the Project.

SCALE 4 – PRELIMINARY FINANCING PLAN

RATING	DESCRIPTION
0	Poor – The Respondent’s preliminary financing plan demonstrates little understanding of the Project’s financing requirements and the proposed approach does not address important factors.
1	Adequate – The Respondent’s preliminary financing plan demonstrates adequate understanding of the Project’s financing requirements and the proposed approach addresses most important factors.
2	Good – The Respondent’s preliminary financing plan demonstrates good understanding of the Project’s financing requirements and the proposed approach addresses most important factors.
3	Excellent – The Respondent’s preliminary financing plan demonstrates excellent understanding of the Project’s financing requirements and the proposed approach addresses all important factors.



SCALE 5 – LETTER OF INTENT

RATING	DESCRIPTION
0	Fail – The Respondent provides an unsatisfactory letter of intent or a satisfactory letter of intent demonstrating the ability to secure an amount or coverage less than indicated.
1	Pass – The Respondent provides a satisfactory letter of intent demonstrating the ability to secure the indicated amounts and the required coverage

SCALE 6 – GOVERNANCE STRUCTURE

RATING	DESCRIPTION
0	Poor – Absence of an effective organizational and governance structure: <ul style="list-style-type: none"> • The Respondent has not clearly identified the role of each member • The reporting relationship between each member is not identified • The authority for decision making is not established • There is no bidding or teaming agreement in place
1	Fair – Partially effective organizational and governance structure: <ul style="list-style-type: none"> • The Respondent has identified the role of each member but not always clearly or with some overlapping of responsibilities • The reporting relationship between each member is identified but is not entirely clear or direct • The authority for decision making is set but lies with a large number (5 or more) of members • There is a bidding or teaming agreement in place but it is very cursory or does not clearly establish the relationship and responsibilities of each member of the Respondent’s group
2	Good – Clear and effective organizational and governance structure: <ul style="list-style-type: none"> • The Respondent has clearly identified the role of each member • Direct lines of reporting are set between each member • The authority for decision making lies clearly with a small number (4 or fewer) of members • A bidding or teaming agreement is in place which establishes the relationship and responsibilities of each member of the Respondent’s group



APPENDIX E – RFQ STANDARD INSTRUCTIONS

1 Entire Requirement

This RFQ contains all the requirements relating to the Project for submitting a Response. Any other information or documentation provided to or obtained by a Respondent from any source is not relevant unless issued by the Procurement Authority. Respondents should not assume that practices used under previous contracts would continue, unless expressly included in this RFQ. Respondents should also not assume that their existing capabilities meet the requirements of this RFQ simply because they have met previous requirements.

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

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

1.1 Addenda

Canada may, in its absolute discretion amend or clarify the terms or contents of this RFQ at any time before the RFQ Response Submission Deadline by issuing a written Addendum and posting it on Buyandsell.gc.ca. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication, whether written or oral, will be included in, or will in any way amend or clarify this RFQ. Only the Procurement Authority is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of Canada is authorized to amend or clarify this RFQ.

2 Applicable Laws

This RFQ will be governed by the laws applicable in the Province of Quebec, including applicable federal laws.

3 Priority of Documents

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

- a. any addenda issued prior to RFQ Response Submission Deadline;
- b. the RFQ; and,
- c. Responses



4 No Assignment

The Respondent cannot assign its rights in its Response. If any assignment is made the Response will be rejected.

5 Rights of Canada

Canada reserves the right to:

- a. reject any or all Responses received in response to the RFQ;
- b. reject the Response if the Respondent assigns or transfers its rights in its Response;
- c. cancel the RFQ at any time;
- d. reissue the RFQ; and,
- e. if no compliant Response is received and the requirement is not substantially modified, reissue the RFQ by inviting only the Respondents to resubmit Responses within a period designated by Canada.

6 Disclosure

Each Respondent hereby agrees that Canada can inform the general public of the Prime Members and Equity Members of the Respondent's Team. Each Respondent also hereby agrees that Canada can inform the general public of the Proponents invited to participate in the RFP.

7 Submission of Responses

7.1 It is the Respondent's responsibility to:

- a. obtain clarification of the requirements contained in the RFQ, if necessary, before submitting a Response;
- b. prepare its Response in accordance with the instructions contained in the RFQ;
- c. submit a Response by the RFQ Response Submission Deadline;
- d. ensure that the Respondent's name, return address, the RFQ number, and RFQ Response Submission Deadline and time are clearly visible on the envelope or the parcel(s) containing the RFQ Response; and,
- e. provide a comprehensible and sufficiently detailed Response, including all requested details, that will permit a complete evaluation in accordance with the Evaluation Criteria.

7.2 Responses may be submitted in either English or French.

7.3 Responses received on or before the stipulated RFQ Response Submission Deadline will become the property of Canada and will not be returned. All Responses will be treated as confidential, subject to section 6 of Appendix E – RFQ Standard Instructions, as well as the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21).



7.4 Unless specified otherwise in the RFQ, Canada will evaluate only the documentation provided with a Response. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the Response.

8 Late RFQ Responses

Canada will return Responses delivered after the RFQ Response Submission Deadline.

9 Rejection of Responses

9.1 Canada may reject a Response where any of the following circumstances is present with respect to a Respondent Team:

- a. the member is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the member ineligible to respond on the requirement;
- b. an employee, or subcontractor included as part of the Response, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to respond on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- c. the member is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- d. evidence satisfactory to Canada that based on past conduct or behavior, the member, a subcontractor or a person who is to participate in the Project is unsuitable or has conducted himself/herself improperly; or,
- e. with respect to current or prior transactions with Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the member, any of its employees or any subcontractor included as part of the Response;
 - ii. Canada determines that the member's performance on other contracts, including the efficiency and workmanship as well as the extent to which the member performed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being delivered.

9.2 Where Canada intends to reject a Response, the Procurement Authority will so inform the Respondent and provide the Respondent 10 calendar days within which to respond to the circumstances which Canada is relying on to reject the Response.



10 Response Costs

No payment will be made for costs incurred in the preparation and submission of a Response. Costs associated with preparing and submitting a Response, as well as any costs incurred by the Respondent associated with the evaluation of the Response, are the sole responsibility of the Respondent.

11 Code of Conduct for Procurement (Integrity Provisions)

11.1 Respondents must comply with the **Code of Conduct for Procurement**. In addition, Respondents must respond to this RFQ in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in this RFQ and submit Responses only if they will fulfill all obligations of this RFQ.

11.2 By submitting a Response, Respondents confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be a Qualified Respondent. Canada will declare non-responsive any Response in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect. If it is determined, after Respondent qualifies, that the Respondent made a false declaration, Canada will, following a notice period, have the right to disqualify Respondent. The Respondent will be required to diligently maintain up-to-date the information requested. The Respondent and any of the Respondent's Affiliates will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of this procurement process and during the entire duration of the Project Agreement.

11.3 Affiliates

For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Respondent's Affiliates if:

- a. directly or indirectly either one controls or has the power to control the other,
or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

11.4 Respondents who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently the



members of the board of directors of the Equity and prime Members of the Respondent Team (Refer to Appendix B Package 1 “Directors of the Respondent Team” form. Respondents submitting as sole proprietorship, including those submitting as a joint venture, must provide the name of the owner. Respondent’s submitting as societies, firms, or partnerships do not need to provide lists of names.

If the required names have not been received by the time the evaluation of Responses is completed, Canada will inform the Respondent of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the Response non-responsive. Providing the required names is a mandatory RFQ requirement.

Canada may, at any time, request that the Respondent provide properly completed and signed consent forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the Response being declared non-responsive.

- 11.5 The Respondent must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the entire duration of the Project Agreement. The Respondent must also, when requested, provide Canada with properly completed and signed consent forms.
- 11.6 By submitting a Response, the Respondent certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Respondent, including the information relating to the acts or convictions specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.
- 11.7 By submitting a Response, the Respondent certifies that neither the Respondent nor any of the Respondent’s Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Project Agreement if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
- 11.8 **Time Period**

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs a. or b. of subsection 11.9, following the 10-year period, a pardon or a record suspension must have been obtained, or



capacities must have been restored by the Governor in Council. The Respondent must therefore provide with its Response or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of Responses is completed, Canada will inform the Respondent of a time frame within which to provide the information. Failure to comply within the time frame specified will render the Response non-responsive.

- 11.9 By submitting a Response, the Respondent certifies that neither the Respondent nor any of the Respondent's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the **Financial Administration Act**, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the **Criminal Code**, or
 - c. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the **Criminal Code**, or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the **Competition Act**, or
 - e. section 239 (*False or deceptive statements*) of the **Income Tax Act**, or
 - f. section 327 (*False or deceptive statements*) of the **Excise Tax Act**, or
 - g. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the **Corruption of Foreign Public Officials Act**, or



- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the **Controlled Drugs and Substance Act**.

The Respondent also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit resulting from this RFQ, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

11.10 Foreign Offences

The Respondent also certifies that, within a period, as defined in the Time Period subsection, neither the Respondent nor any of the Respondent's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11.11 Subcontractors

The Preferred Proponent must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the Project Agreement.

11.12 Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Respondent or any of the Respondent's Affiliates has elapsed, then the Respondent must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

11.13 Public Interest Exception

Respondents understand that Canada may enter into a Project Agreement with a Preferred Proponent, where the Preferred Proponent or the Preferred Proponent's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- no one else is capable of performing the contract;
- emergency;
- national security;
- health and safety; and,
- economic harm.



If all Responses are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only Responses containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

11.14 Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the **Criminal Code**, the Government Contract Regulations and the **Code of Conduct for Procurement**.

12 Conflict of Interest - Unfair Advantage

- 12.1 In order to protect the integrity of the procurement process, Respondents are advised that Canada may reject a Response in the following circumstances:
- a. if the Respondent, any Respondent Team Member, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFQ or in any situation of Conflict of Interest or appearance of conflict of interest;
 - b. if the Respondent, any Respondent Team Member, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFQ that was not available to other Respondents and that would, in Canada's opinion, give or appear to give the Respondent an unfair advantage.
- 12.2 The experience acquired by a Respondent who is providing or has provided the goods and services described in the Response (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This respondent remains however subject to the criteria established above.
- 12.3 Where Canada intends to reject a Response under Clause 12, the Procurement Authority will inform the Respondent and provide the Respondent an opportunity to respond before making a final decision. Respondents who are in doubt about a particular situation should contact the Procurement Authority before RFQ Response Submission Deadline. By submitting a Response, the Respondent represents that it does not consider itself to be in Conflict of Interest nor to have an unfair advantage. The Respondent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of Conflict of Interest or unfair advantage exists.



- 12.4 As a result of their involvement in the Project, the persons named below, their employees, and any of their subcontractors, advisors, consultants or representatives engaged in respect of this Project and any person controlled by, that controls or that is under common control with the Ineligible Party (each an Ineligible Party's affiliate) are not eligible to participate as a Respondent Team member or advisor to the Respondent:

COMPANY	
ARUP Canada Inc.	Morrison Hershfield Ltd
ARUP Group Ltd	Ove Arup & Partners Ireland
CIMA +	Ove Arup & Partners Hong Kong Ltd
Dentons Canada LLP	PricewaterhouseCoopers Ltd.
Dissing + Weitling Architecture A/S	Provencher & Roy
Forum Risques et Assurance Inc.	Roche Ltd. Consulting Group ("Roche")
Groupe S.M. International Inc.	Roche Montréal
Hanscomb Ltd.	Roche Quebec City
IBI Group Montreal	Roche Trois-Rivières
IBI Group Seattle	S.M. Group International Inc.
IBI Group Toronto	Steer Davies & Gleave North America Inc.
IBI Group Virginia	Steer Davies & Gleave Inc.
Legico-CHP Consultants	Steer Davies & Gleave Ltd
Loctrans Inc.	Versacom inc.

- 12.5 Canada may amend the Ineligible Parties list from time to time during the RFQ Process.



- 12.6 An Ineligible Party's affiliate may be eligible to participate as a Respondent Team member or advisor to the Respondent, only after it has obtained a written consent from Canada permitting it to participate as a Respondent Team member or advisor to the Respondent. To obtain consent for an Ineligible Party's affiliate to participate as a Respondent Team member or advisor to the Respondent, the Respondent must submit a request for consent to the Procurement Authority as provided in section 3.5 - Request for Advance Rulings of the RFQ.
- 12.7 Upon the Procurement Authority's receipt of a Respondent's properly completed request for consent, Canada shall, in its sole discretion, make a determination as to whether it considers there to be a real, perceived or potential conflict of interest and whether the impact of such real, perceived or potential conflict of interest can be appropriately managed, mitigated or minimized. The Respondent shall be notified of Canada's decision by means of a consent letter setting out the nature of the consent and the management, mitigation or minimization measures required as a condition of consent. If the Ineligible Party's affiliate is considered to have a conflict of interest the impact of which cannot be properly managed, mitigated or minimized, the Ineligible Party's affiliate shall be added, by Canada, to the Ineligible Parties list by Addendum.

13 Status and Availability of Key Individuals and Changes to Respondent Team

- 13.1 The Respondent certifies that, should it be selected as one of the short listed three Qualified Proponents as a result of the RFQ, the Respondent and every individual proposed in its RFQ Response will be available to perform the Work as required by Canada's representatives and at the time specified in the RFQ and eventual RFQ or agreed to with Canada's representatives.
- 13.2 The proposal in response to the RFP portion of the procurement process must be made in the same name as the person(s) or entity(ies) named as Respondent in this RFQ. Qualified Respondents must utilize, in their proposal in response to the RFP, the same Respondent Team, subject to the provisions of this Clause 13.
- 13.3 If for reasons beyond its control, any of the Key Individuals proposed by the Respondent are unable to provide the services named in its Response, the Respondent may propose a substitute with at least the same level of qualifications and experience.
- 13.4 The Respondent must advise the Procurement Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Respondent: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.



- 13.5 If the Respondent has proposed any Key Individuals who are not an employee of the Respondent, the Respondent certifies in the RFQ Response Declaration Form in Appendix B – Mandatory Forms and Certifications that it has the permission from these Key Individuals to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada.
- 13.6 The services and work mentioned in the Project Agreement must be provided by the Respondents' team unless the Respondent is unable to provide such team for reasons beyond its control.
- 13.7 If the Respondent is unable to provide the above mentioned team it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Respondent and obtain prior approval by Canada in the following manner prior to the replacement being effective:
 - a. The Respondent must justify the replacement and provide the name, qualifications and experience of the proposed replacement;
 - b. The Respondent acknowledges that it is within Canada's sole discretion to determine whether the replacement is acceptable or not.

14 Joint Venture

- 14.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Respondents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
- 14.2 If the information is not clearly provided in the RFQ Response, the Respondent must provide the information on request from the Procurement Authority
- 14.3 The Response must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Procurement Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFQ Response. All members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.



- 14.4 The proposal in response to the RFP must be made in the same name as the person(s) or entity(ies) named as Respondent in this RFQ. Qualified Respondents must utilize, in their proposal in response to the RFP, the same Respondent Team, subject to the provisions of Clause 13.

15 RFQ intent

This RFQ outlines Canada's general intent with respect to the Project and the competitive procurement process that Canada intends to follow, including an RFP stage, leading to the selection of a Preferred Proponent and the award of a Project Agreement for the Project. Information in this RFQ respecting the RFP, the Project Agreement and other Project documents is provided to indicate Canada's general intention, but Canada reserves the complete discretion to write these subsequent documents as Canada may decide, which may include variances from the descriptions in this RFQ.

16 Limitation of Liability

Each Respondent, by submitting a Response, agrees that in no event will Canada, or any of its employees, advisors, mandataries or representatives, be liable, under any circumstances, for any claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity and the Respondent waives any and all claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the competitive selection process or for any other reason whatsoever.



APPENDIX F – REQUEST FOR INFORMATION FORM

NEW BRIDGE FOR THE ST. LAWRENCE CORRIDOR PROJECT

Raised By:
Date Raised:
Do you request this enquiry to be proprietary? <i>(Provide justification)</i>
Request / enquiry: <i>(The following format may be used for single or multiple Enquiries)</i>



APPENDIX G – SUBMISSION AGREEMENT

NEW BRIDGE FOR THE ST. LAWRENCE CORRIDOR PROJECT

[Note: This Submission Agreement should be executed by all of the Proponent’s Equity Members and Prime Members but excluding Key Individuals, as these terms are defined in the RFQ.]

To: Government of Canada

Attention: [Insert Name],

Re: Participation in the Request for Proposals (“RFP”) for the [New Bridge for the St. Lawrence Corridor Project](#) (the “Project”)

Introduction

- A. Canada has selected [**insert shortlisted Respondent’s name**] with team members including the Respondent (collectively the “**Respondent**”) under the Request for Qualifications as a “Qualified Respondent”, and Canada intends to invite the Respondent to participate as one of three participants (each a “**Proponent**”) under the RFP for the Project.
- B. As a condition of such invitation Canada requires the Respondent to enter into an agreement with Canada (the “**Submission Agreement**”) respecting its participation under the RFP.
- C. Canada has provided the Respondent with a draft of the RFP (the “Draft RFP”) for the Respondent’s review.
- D. Following receipt of a signed Submission Agreement from each Proponent Canada intends to finalize and issue the RFP on terms that are materially the same as the Draft RFP. The terms of the RFP will apply to the procurement of the Project, subject to amendment by way of formal Addenda.



ACCORDINGLY, in consideration of Canada’s agreement to allow the Respondent to participate in the RFP the Respondent agrees with Canada as follows:

1 DEFINED TERMS

In this Submission Agreement the defined terms will have the meanings as set out in the Draft RFP, unless defined otherwise in this Submission Agreement.

2 RFP

2.1 RFP Terms

The Respondent will be bound by all the terms of the RFP, including any Addendum, in its involvement in the RFP, the Collaborative Meetings and the preparation of a Proposal.

2.2 Amendments to RFP

The Respondent acknowledges and agrees that:

- a) Canada may in its sole and absolute discretion amend the RFP at any time and from time to time; and
- b) by submitting a Proposal the Respondent accepts, and agrees to comply with, all such amendments and, if the Respondent does not agree to any such amendment, the Respondent’s sole recourse is not to submit a Proposal.

3 Participation

3.1 Preparation of Proposal

The Respondent will prepare a bona fide Proposal in response to this RFP, and as a condition of participating in the RFP, including any Collaborative Meetings and obtaining access to the Data Room, the Respondent will comply with the terms of this Submission Agreement and the terms of the RFP.

3.2 No Representation or Warranty

The Respondent will investigate and satisfy itself of every condition that affects the preparation of its Proposal. The Respondent further acknowledges and represents that its investigations have been based its own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by Canada, its employees or representatives, or any advisor to Canada, other than the information contained in the RFP, as may be amended from time to time by Addendum.

3.3 Cost of Preparing the Proposal

The Respondent will be solely responsible for all costs it incurs in the preparation of a Proposal, including all costs of providing information requested by Canada, preparing for and attending meetings including any Collaborative Meetings and conducting due diligence.



4 CONFIDENTIALITY

All information which has not otherwise been made public pertaining to Canada or the Project, which is obtained by the Respondent directly or indirectly through participation in this RFP including all information in the Data Room, is confidential and will not be disclosed to any third party without the prior written authorization from Canada.

4.1 Interpretation

In this Section 4 of this Submission Agreement:

4.1.1 "Confidential Information" means all documents, knowledge and information provided by Canada or any of its Representatives (the "**Disclosing Party**") to, or otherwise obtained by, the Respondent or any of its Representatives (the "**Receiving Party**"), whether before or after the date of this Submission Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project or the RFP, and including information made available in the Data Room including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:

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



4.1.2 "Permitted Purposes" means preparing a Proposal, and any other use permitted by this Section 4 of this Submission Agreement.

4.1.3 "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Equity Member, Prime Member, Key Individual, or other member of the Respondent or any other person contributing to or involved with the preparation of Proposals, as the case may be, or otherwise retained by the Respondent, in connection with the Project.

4.2 Confidentiality

The Respondent will keep all Confidential Information strictly confidential and will not without the prior written consent of Canada, which may be unreasonably withheld, disclose, or allow any person to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Respondent will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Section 4 of this Submission Agreement, and will ensure that any party receiving the Confidential Information agrees to keep such information confidential and to be bound by the terms contained herein.

4.3 Ownership of Confidential Information

Canada owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Section 4 of this Submission Agreement, the Respondent will keep all Confidential Information that the Respondent receives, has access to, or otherwise obtains strictly confidential for a period of ten years after the date of this Submission Agreement, and will not, without the prior express written consent of an authorized representative of Canada, which may not be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

4.4 Limited Disclosure

The Respondent may disclose Confidential Information only to persons who need to know the Confidential Information for the purpose of participating in the RFP and the preparation of a Proposal and on the condition that all such Confidential Information be retained as strictly confidential.

4.5 Destruction on Demand

On written request from Canada, the Respondent will promptly deliver to Canada or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Respondent will confirm that delivery or destruction to Canada in writing, all in accordance with the instructions of Canada; provided, however, that the Respondent may retain one copy of any Confidential Information which it may be



required to retain or furnish to a court or regulatory authority pursuant to applicable law.

4.6 Acknowledgment of Irreparable Harm

The Respondent acknowledges and agrees that the Confidential Information is proprietary and confidential and that Canada may be irreparably harmed if any provision of this Section 4 of this Submission Agreement were not performed by the Respondent or any party to whom the Respondent provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Respondent further acknowledges and agrees that Canada will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Section 4 of this Submission Agreement by the Respondent or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which Canada may be entitled at law or in equity.

4.7 Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Section 4 of this Submission Agreement by Canada will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Section 4 of this Submission Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

5 PUBLIC COMMUNICATIONS

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP, the disclosure of any information related to the Project, including communications with the media and the public, will be coordinated with, and is subject to prior written approval of Canada. Accordingly the Respondent will:

- a) notify Canada of any and all requests for information or interviews received from the media; and
- b) not disclose any information related to the Project, including communications with the media and the public, without the prior written approval of Canada.

6 SEVERABILITY

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

7 ENUREMENT

This Agreement enures to the benefit of Canada and binds the Respondent and the undersigned, and their respective successors.



RESPONDENT

AUTHORIZED REPRESENTATIVE

Name of Firm

Name

Address

E-mail Address

