

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

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

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
11th Floor
800 René-Lévesque Boulevard West
Montréal
Quebec
H3B 1X9

Title - Sujet NBSLC	
Solicitation No. - N° de l'invitation T8010-140002/A	Amendment No. - N° modif. 007
Client Reference No. - N° de référence du client T8010-140002	Date 2014-05-05
GETS Reference No. - N° de référence 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 2014-05-07	
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:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Client Ref. No. - N° de réf. du client

T8010-140002

Amd. No. - N° de la modif.

007

File No. - N° du dossier

nb001T8010-140002

Buyer ID - Id de l'acheteur

nb001

CCC No./N° CCC - FMS No/ N° VME

Intentionally left blank.

ADDENDUM 007
REQUEST FOR QUALIFICATION (RFQ)
FOR THE NEW BRIDGE FOR THE ST. LAWRENCE CORRIDOR
PROJECT
FOR THE GOVERNMENT OF CANADA

THIS ADDENDUM HAS BEEN RAISED TO EFFECT THE FOLLOWING CHANGES:

1. at section 3.4.4 (d), in Response Preparation Instructions and General Information:

Delete:

- 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;

Replace with:

- d) Only material included within the Respondent's Response will be evaluated. Reference material outside of the Respondent's Response will not be considered;

2. at Appendix D – Applicable Scales for Rated Evaluation Criteria, Score Calculations;

Delete:

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.

Replace with:

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 whole numbers, in accordance with the following scales.

3. at Appendix C – Rated Evaluation Criteria, in 2. RFQ Evaluation Synopsis

Delete:

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 score for rated Evaluation Criteria.

Evaluation Area	Applicable Weight	Minimum 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%	--

Replace with:

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 System Operations and Maintenance	5%	--

4. at Package 3 – Financial Capability and Financing Abilities:

Delete:

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

Replace with:

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

5. at Package 4 – Design of Bridges and Highways

Delete:

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

Replace with:

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

6. at Package 5 – Construction of Bridges and Highways

Delete:

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

Replace with:

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

7. at section 2.1.2, Stage One: Request for Qualifications (RFQ):

Delete:

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

Replace with:

- 2.1.2 The three highest ranked Qualified Respondents will be invited to execute the Submission Agreement (Appendix G) and to submit a bid security deposit in the amount of \$5,000,000 in the form and on terms set out in the Submission Agreement.

8. at section 2.2.3, Stage Two: Request for Proposals (RFP):

Delete:

- 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.

9. at section 4.4, Invitation to Execute Submission Agreement:

Delete:

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.

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.

Replace with:

Canada will invite the three (3) highest ranked Qualified Respondents to execute a Submission Agreement and to submit a bid security deposit in the amount of \$5,000,000 in the form of a bid bond, a security deposit (bill of exchange, bank draft or money order) or irrevocable letter of credit 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, or submit the required bid security deposit, 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 submit a bid security deposit in the amount of \$5,000,000, and participate as a Proponent under the RFP.

10. at Appendix G, Submission Agreement:

Delete Appendix G, Submission Agreement in its entirety.

Replace with:

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: New Bridge for the St. Lawrence Corridor Secretariat

C/O Lisa Wong,

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:
 - i. enter into an agreement with Canada (the "**Submission Agreement**") respecting its participation under the RFP; and
 - ii. submit a bid security deposit in the amount of \$5,000,000 in the form of a bid bond, a security deposit (bill of exchange, bank draft or money order) or irrevocable letter of credit in accordance with section 4.1.1. of this Submission Agreement.
- 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, accompanied by the required bid security deposit, 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 BID SECURITY

4.1 “Bid Security Deposit” means the form of a bid bond or a security deposit in the amount of \$5,000,000.

4.2 A bid bond must be submitted on form PWGSC-TPSGC 504 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>) and must be properly completed, without any qualification, with original signatures and with original seal of the bonding company. The bond must be issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>).

4.3 A security deposit shall be an original, properly completed, signed where required and be a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself.

4.4 For the purposes of paragraph 4.2

- a. a bill of exchange is an unconditional order in writing signed by the Respondent and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
- b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. below, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
- c. An approved financial institution is
 - 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;
 - iv. a corporation, association or 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; or

v. Canada Post Corporation.

4.5 As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada, in the amount of \$5,000,000.

4.6 An irrevocable standby letter of credit referred to in paragraph 4 of 4.5 shall

- a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- b. state the face amount which may be drawn against it;
- c. state its expiry date;
- d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
- e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
- f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

4.7 Bid security shall be returned only to Proponents that have submitted a Proposal and as soon as practical following:

- a. financial close; or
- b. the cancellation of the solicitation, for all three highest ranked Qualified Respondents

5 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.

5.1 Interpretation

In this Section 4 of this Submission Agreement:

5.1.1 "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.

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

5.1.3 "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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

6 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.

7 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.

8 ENUREMENT

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

SIGNATURES OF RESPONDENT'S TEAM MEMBERS - EQUITY MEMBERS

(Repeat for each Equity Member)

Company (Registered or Corporate Name)	Name of Equity Member
Address (Registered Head Office and place of business)	E-mail Address
Telephone	Signature

SIGNATURES OF RESPONDENT'S TEAM MEMBERS - PRIME MEMBERS

(Repeat for each Equity Member)

Company (Registered or Corporate Name)	Name of Prime Member
Address (Registered Head Office and place of business)	E-mail Address
Telephone	Signature

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED