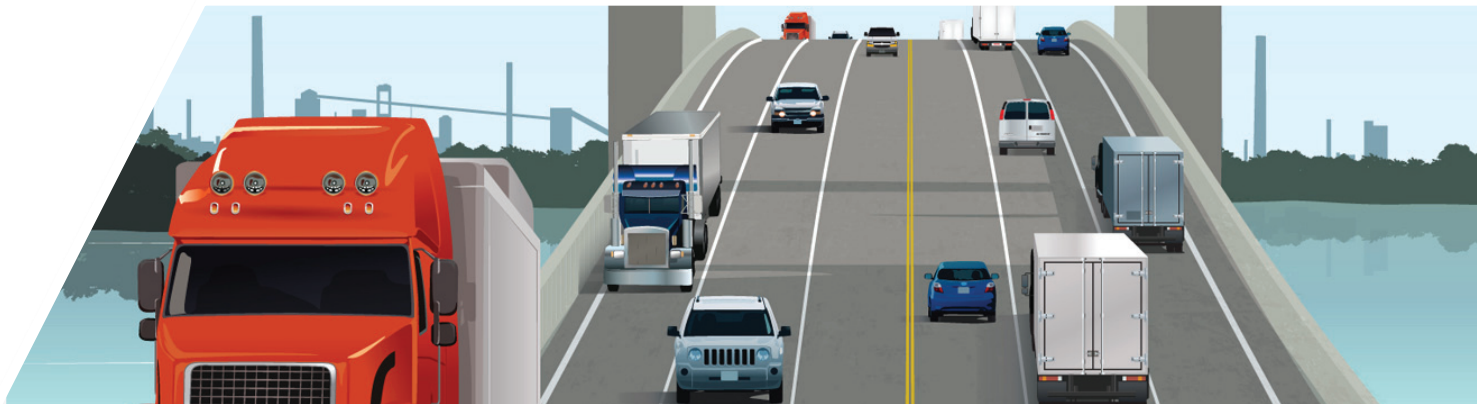
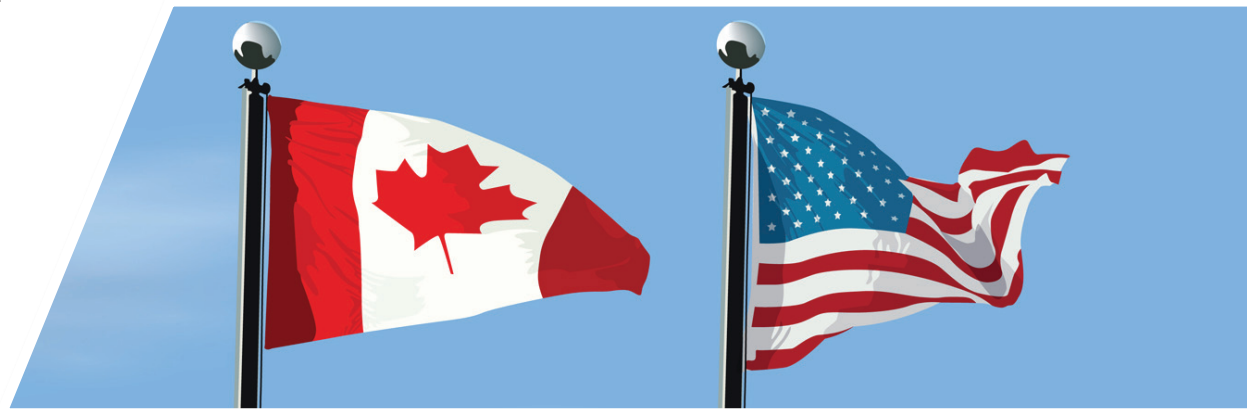


REQUEST FOR QUALIFICATIONS

**GORDIE HOWE INTERNATIONAL BRIDGE
BY THE WINDSOR-DETROIT BRIDGE AUTHORITY**

WDBA2014-050
July 20, 2015

Ce document est également
disponible en français.





SUMMARY OF KEY INFORMATION

RFQ TITLE	<p>The title of this RFQ is:</p> <p>Gordie Howe International Bridge - DBFOM</p> <p>Please use this title on all correspondence.</p>
CONTACT PERSON	<p>The Contact Person for this RFQ is:</p> <p>Jennifer Arnold of the Windsor-Detroit Bridge Authority</p> <p>Email: ProcurementContact@wdbridge.com</p>
ADDENDA	<p>Any Addenda and certain other information relating to this RFQ will be published on MERX (www.merx.com)</p>
REQUESTS FOR INFORMATION	<p>Respondents are encouraged to submit any Requests for Information (“RFIs”) at an early date to permit consideration and response.</p> <p><u>Telephone RFIs are not Permitted.</u></p> <p>Please direct all RFIs, in writing, to the above named Contact Person by email using the form in Appendix G.</p> <p>WDBA may decide not to give responses to RFIs received after 16:00.00 (Local Windsor, Ontario Time) September 18, 2015.</p>
SUBMISSION DEADLINE	<p>The Submission Deadline is 14:00:00 (Local Windsor, Ontario Time) on October 9, 2015.</p> <p>Faxed or electronically submitted Responses will not be accepted.</p>
SUBMISSION LOCATION	<p>The Submission Location is:</p> <p>Windsor-Detroit Bridge Authority (WDBA) 100 Ouellette Avenue, Suite 600 Windsor, ON N9A 6T3</p>
CURRENCY	<p>All dollar amounts referred to in this RFQ are Canadian dollars. Any dollar amounts referred to in a Response must be Canadian dollars.</p>





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1. INTRODUCTION

This Request for Qualifications is issued by the Windsor-Detroit Bridge Authority (“**WDBA**”) with respect to the Gordie Howe International Bridge between Windsor, Ontario and Detroit, Michigan.

The aim of WDBA is to obtain Responses which are in the best interests of WDBA and of the other governments and authorities which have an interest in the Project.

Based on these Responses, WDBA intends to select, in accordance with the terms of this RFQ, three Short-listed Respondents to be invited to participate as Proponents in the RFP Process, which is the next stage of the Competitive Selection Process.

2. GENERAL

2.1 Request for Qualifications

The purpose of this RFQ is to invite interested parties to submit Responses indicating their interest in and qualifications to design, build, finance, operate and maintain the crossing, and related Tolling Infrastructure and services, through a public-private partnership agreement with WDBA.

The RFQ Process is a separate stand-alone stage of the Competitive Selection Process. This RFQ is not a tender, or an offer, or a request for proposals.

Acronyms and defined terms used in this RFQ are set forth in Section 8.

2.2 Overview of Project

The project (the “**Project**”) is the new crossing of the Detroit River which will include the physical components (the “**Facility**”) and the services listed in this Section.

Each of the following items is a “**Component**” of the Facility:

- (a) a six lane bridge (cable stayed or suspension) crossing the Detroit River between the Brighton Beach area of west Windsor and the Delray area of Detroit and related access bridges on both sides of the border (the “**Bridge**”);
- (b) a Canadian POE on the Canadian side of the Bridge, with bi-directional Tolling Infrastructure, that connects to the Rt. Hon. Herb Gray Parkway (the “**Parkway**”);
- (c) a connection to Michigan Interstate Highway I-75 (the “**Michigan Interchange**”) and related road works surrounding the United States POE; and
- (d) a United States POE on the US side of the Bridge that connects to the Michigan Interchange.

In addition, the services which Project Co will be required to provide over a 30 year concession period after construction is completed include:

- (a) operation, maintenance, rehabilitation and repair of the Facility (other than the Michigan Interchange), including the Tolling Infrastructure, and life cycle replacement as necessary; and





(b) the collection of tolls.

The Michigan Interchange will be operated and maintained by Michigan.

An aerial view of the location of the Facility is shown in Figure 1.

Figure 1: Facility Location



2.3 Project Objectives and Desired Outcomes

The Project will:

- 1) provide new border crossing capacity to meet increased long-term international trade and travel demand;
- 2) improve system connectivity to enhance the continuous flow of people and goods;
- 3) improve operations and processing capabilities at the border; and
- 4) provide alternative and secure crossing options (i.e., network redundancy) to mitigate risks of any disruptions or blockages of crossing facilities in the Windsor-Detroit corridor.

As such, the Project will:





Promote Economic Growth

- Develop new crossing capacity for the Windsor-Detroit trade corridor, the first major new Canada-US border crossing built in over 40 years. The Project provides new crossing capacity in Canada's busiest trade corridor with the US. The Project will provide for the safe, efficient and secure movement of people and goods across the Canada-US border at the Detroit River to support the Canadian and US economies.
- Support the national, regional and local (Host Community) economies on both sides of the border through job creation and improvement of gross domestic product. In addition to transportation benefits, the new crossing is expected to enhance the investment climate in North America's manufacturing heartland.

Safety, Security and Redundancy

- Support national security and public safety priorities in Canada and the US, enhancing the initiatives in the *Beyond the Border Action Plan - Beyond the Border: A Shared Vision for Perimeter Security and Economic Competitiveness* announced by Canada and the US in February, 2011.
- Provide redundancy and capacity for commercial and personal vehicles for the next several decades. The new crossing will accommodate future travel demand to provide needed capacity as well as system redundancy in the Windsor-Detroit region, and the flexibility to stream traffic to improve border processing. The new crossing will also provide direct access to Highway 401 via the Parkway and the interstate system via the Michigan Interchange.

Provide Value for Money

- Provide long lasting infrastructure that is flexible to readily allow future evolution for policies, procedures and technologies.
- Procure the required infrastructure through the Competitive Selection Process at the specified quality level and at the best value.
- Encourage innovation to reduce the initial and medium term cost to taxpayers.
- Provide for costs and expenses of the Project to be recovered through tolls.

2.4 Background

The Windsor-Detroit trade corridor is important to the national, provincial, state and regional economies of both Canada and the US. Many key industries, the automobile sector, in particular, rely on the smooth operation of the corridor.

An efficient, secure and congestion-free trade corridor is necessary to ensure economic growth and investment opportunities for both nations.

A secure, alternative crossing in the Windsor-Detroit trade corridor is also needed to provide sufficient redundant capacity in the event of unplanned incidents, major maintenance, unexpected congestion, or other disruptions at the existing Windsor-Detroit crossings.





The Windsor-Detroit trade corridor currently consists of four crossings:

- Detroit-Windsor Vehicle Tunnel;
- Ambassador Bridge;
- Detroit-Windsor truck ferry; and
- Detroit River Rail Tunnel, operated by Canadian Pacific Railway Limited.

The Project is required regardless of what occurs in respect of any of the existing Windsor-Detroit crossings.

The Project is of critical economic importance to Canada and Michigan. Among other things, it will:

- Promote trade;
- Accommodate traffic flows;
- Be located in an international trade hub;
- Provide significant economic benefits to Canada and Michigan; and
- Create new jobs.

The Project will also be eligible for the non-federal share for federal matching purposes under FHWA's Federal Aid Highway Program.

2.5 Project History

In May 2001, a Planning, Needs and Feasibility Study (the “**Study**”) was launched to assess the existing transportation network and long-range transportation plans in southeast Michigan and southwest Ontario. The Study was completed in January 2004. The Study examined whether there was adequate vehicle crossing capacity in the southwest Ontario/southeast Michigan area to handle current and future travel demand. The study followed a three step process. First, a traffic demand forecast was completed. Second, based on that forecast, the Study analyzed whether existing border crossing infrastructure and the capacity of other modes (e.g. rail, marine) would be able to meet expected traffic demand. The third step was a preliminary evaluation of five possible transportation corridors for the new crossing.

The Study concluded that:

- existing ferries, rail tunnels and road vehicle crossings would be incapable of providing for the efficient movement of goods and people and supporting the mobility needs for national defence;
- it would not be practical for future travel demand to shift to rail and marine modes;
- an additional road vehicle border crossing would be needed; and
- the new crossing should be located in the Windsor-Detroit corridor.

Reports by industry groups have shown that if the Ambassador Bridge were closed or blocked for any reason, manufacturing and assembly production lines in various parts of Canada and the US would be forced to begin stopping operations within a matter of only a few hours. For that and other reasons, redundant capacity is required.

Given the significant interdependency of the Canadian and US economies, it is also imperative that traffic flow





at the border is efficient and that the international supply chain remains strong. A new crossing will enhance the international supply chain and provide benefits regardless of what occurs in respect of any existing crossing.

Following the completion of the Study, the formal environmental assessment process was launched to evaluate alternative locations for a new or expanded crossing. A coordinated environmental study process (“**EA Process**”) was developed to meet the legislative requirements of each jurisdiction. Through the EA Process, the locations for the new crossing and the Project Components were evaluated in both Canada and the US. The necessary environmental approvals were obtained under the Canadian *Environmental Assessment Act* (Canada) and the *Environmental Assessment Act* (Ontario), and the environmental review required under the *National Environmental Policy Act* (United States) was performed.

The Study also considered community and environmental impacts and sought to ensure that recommendations addressed, among other things, the local communities’ goals to improve their quality of life, remove trucks from local streets and improve traffic movement across the border.

The scope of the work for the EA Process included:

- a review of the Study to verify and confirm its findings;
- preparation of work plans to guide the analysis of alternatives throughout the EA Process;
- holding several public information open houses which allowed participants to understand the purpose and need for the Study, to provide input into the evaluation factors and to understand and help evaluate different illustrative alternatives for the crossing and the Project Components.

On the Canadian side, the EA Process culminated in November 2008 with the release of the report to the public and then the making of decisions by various responsible agencies/authorities in 2009. Canadian authorities determined that with the implementation of mitigation measures, the Project is not likely to cause significant adverse environmental effects. On the US side, the EA Process culminated with FHWA issuing a final EIS in November 2008 and an ROD on January 14, 2009, identifying the preferred location for the Project in the US.

As part of the planning for the Project, it was determined that a connection between the crossing and Highway 401 in Ontario would be required. The Ministry of Transportation of Ontario and Infrastructure Ontario procured this vital piece of infrastructure as a P3 project. The Windsor Essex Mobility Group is currently constructing the Parkway, a new six lane highway that will connect Highway 401 to the crossing. The Parkway is a separate project and is expected to be completed and operational in 2015.

The Project is designed to substantially improve the level of service in the following specific areas:

- expand overall two-way vehicle handling capacity (commercial trucks and private motor vehicles) at the Canada-US border crossings at Windsor-Detroit to adequately meet demand for the next 30-50 years;
- enhance access to and egress from the crossing areas and the principal highway and interstate connections;
- provide redundancy, and thereby minimize the risks and consequences of any closures, disruptions or blockages of border crossings in the region;
- provide for more convenient, secure and efficient border inspection services in modern co-located and purpose-built sites and facilities; and
- minimize congestion and environmental pollution.





Initial planning and studies for the Project began in 2001. Major milestones completed throughout the last 13 years are identified in Table 1.

Table 1: Major Project Milestones

Timeline	Activity
2001-04	Planning/Need and Feasibility Study
2007	Federal Budget announcement for Ontario access road
2005-09	Coordinated environmental assessment – US and Canadian side Comprehensive & peer reviewed geotechnical analysis Canada determines that the Project will not have a significant environmental impact, with mitigation measures US ROD obtained
2010	Concession agreement between Ontario and Parkway Concessionaire signed
2008-12	Canada land acquisition begins Preliminary Canadian and US POE design and other preparation work
2012	Canada-Michigan Crossing Agreement signed WDBA incorporated
2013	Presidential Permit
2014	A board of directors and President and CEO are appointed for WDBA Members are appointed to the International Authority board US Coast Guard Bridge Permit
2015	International Authority approves United States land acquisition Start of Early Works

The Bkejwanong First Nation, also known as the Walpole Island First Nation, located near Wallaceburg, Ontario at the mouth of the St. Clair River, has also been engaged (particularly in relation to environmental matters).

The Study, the environmental review documentation and approvals and certain other background information and documentation relating to the Project (“**Background Information**”) can be found at the Project Website. Each Respondent or prospective Respondent is responsible to monitor the Project Website for any new or revised material which will become part of Background Information.

2.6 Facility Components

The following is a high-level summary of the design and layout of the Facility Components. Further information may be found in specific design studies conducted by various consultants and referenced in each section below and posted on the Project Website. Designs will be further developed in consultation with the applicable agencies during the RFP Process and finalized following Financial Close. More detailed information will be provided in the RFP Process.

The Bridge

- (a) The Project includes a new six-lane bridge, providing three Canada-bound lanes and three US-bound lanes across the Detroit River. Two bridge types were considered in the EA Process, cable stayed or suspension. Regardless of the bridge type, the Bridge will have a clear span



GORDIE HOWE INTERNATIONAL BRIDGE



of 850m across the Detroit River with no piers in the water. Two approach bridges will connect the main span to the Canadian POE and the United States POE. The crossing will have a span of approximately 2.5 km. The approach bridges on both the Canadian and US sides will be substantial bridges in themselves.

- (b) The Bridge will have a cross-section of six travel lanes, outside shoulders, and a flush median with capacity for a sidewalk on one side of the Bridge; however, a decision has not been made as to the nature and extent of pedestrian or cycling traffic on the Bridge as these uses would have an impact on the function of both POEs.

The Canadian Port of Entry

- (a) The Canadian POE will be situated on an approximate 53 hectare (130 acre) site that will include all Canadian inbound border inspection facilities for both passenger and commercial vehicles, Canadian outbound inspection facilities, tolling operation for both the US bound and Canada bound traffic, maintenance facilities and the potential for a duty free building. The figure below shows the proposed functional layout of the Canadian POE (together with the Parkway connection, which is not part of the Project).

Figure 2: Canadian POE Functional Layout



Note: The optimal layout of the Canadian POE has not been finalized. Final concept, numbers of booths and configuration of facilities may be altered prior to or during the RFP Process.





- (b) The Canadian POE will include the following:
 - (i) CBSA main passenger processing facility, including parking for secondary inspection and employee designated parking;
 - (ii) CBSA commercial secondary inspection facility, including provision for loading dock facilities, parking for commercial vehicles, employee designated parking and provision for large scale imaging (LSI);
 - (iii) CBSA inbound inspection lanes;
 - (iv) CBSA outbound inspection facility;
 - (v) Canadian Food Inspection Agency inspection facility, including parking for commercial vehicles and employee designated parking;
 - (vi) Tolling Infrastructure, including collection facility and toll collection booths (inbound and outbound);
 - (viii) Maintenance facility, as required, for Project Co, including space for fleet vehicles for ice and snow control and employee and fleet vehicle parking;
 - (ix) Potential for a duty free building including parking for patrons and designated employee parking; and
 - (x) Other facilities that may be included at the RFP stage.

The above description and functional layout depicted in Figure 2 are provided as a reference to the Respondents and are subject to refinement during the RFP Process.

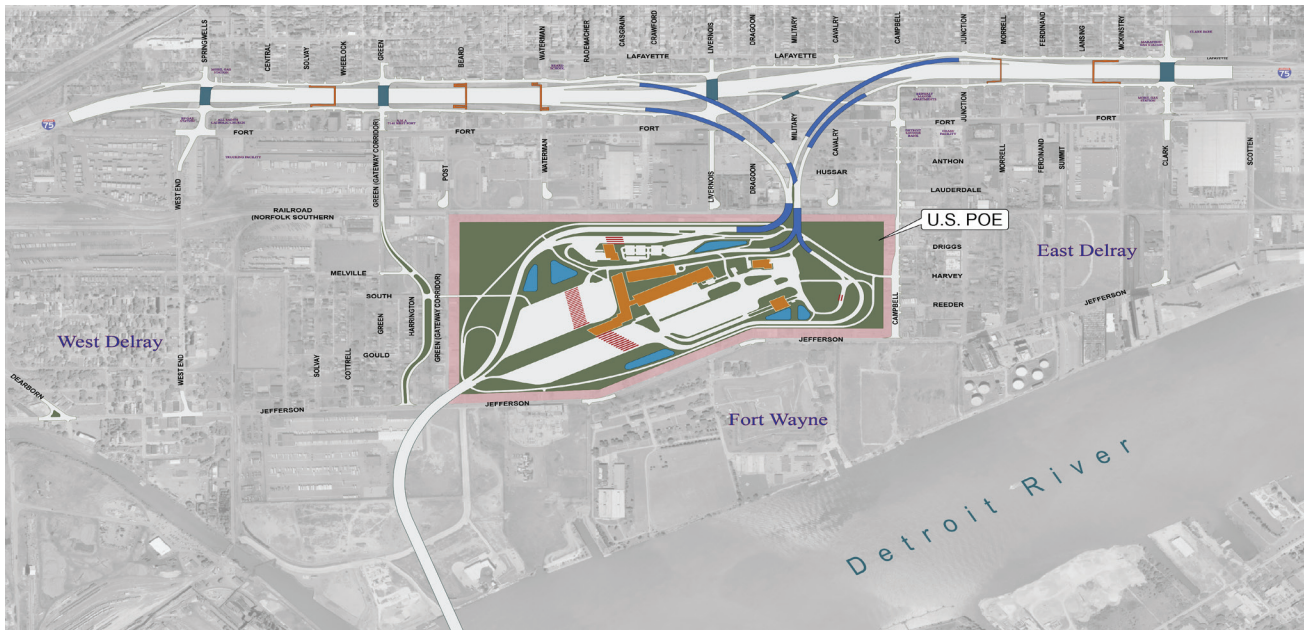
United States Port of Entry

- (a) The United States POE will be situated on an approximate 60 hectare (145 acre) site that will include all United States inbound border inspection facilities for both passenger and commercial vehicles, United States outbound inspection facilities, commercial exit control booths and the potential for a maintenance facility.





Figure 3: United States POE Functional Layout



Note: The optimal layout of the United States POE has not been finalized. Final layout, numbers of booths and configuration of facilities may be altered prior to or during the RFP Process.

- (b) The United States POE will include the following:
 - (i) CBP main passenger and commercial processing facility, including parking for passenger secondary inspection and employee designated parking;
 - (ii) CBP commercial secondary inspection facility, including provision for loading dock facilities, parking for commercial vehicles, two non-intrusive inspection buildings with gamma ray or similar machines (large scale imaging - LSI);
 - (iii) CBP inbound inspection lanes;
 - (iv) CBP outbound inspection facility;
 - (v) United States Department of Agriculture, Animal and Plant Health Inspection Service, Food and Drug Administration and Fish and Wildlife Service facility, including parking for commercial vehicles and employee designated parking;
 - (vi) NEXUS enrolment facility including parking and employee designated parking;
 - (vii) Maintenance facility, as required, for Project Co, including space for fleet vehicles for ice and snow control and employee and fleet vehicle parking; and
 - (viii) Other facilities that may be included at the RFP stage.





The above description and functional layout depicted in Figure 3 are provided as a reference to the Respondents and are subject to refinement during the RFP process.

Co-ordination by WDBA of Requirements for Facilities

WDBA intends to co-ordinate communications during the RFP Process between Proponents and all relevant agencies and interested parties with respect to the requirements for the United States POE and the Canadian POE, including GSA, CBP, CBSA, CFIA and others.

The WDBA continues to work with GSA, CBP, CBSA and others in investigating the extent of additional activities and/or services such as training, tactical, canine, wellness or other functions to be included in the overall United States POE design, Canadian POE design or as shared facilities. If any or all of these activities and associated facilities are included, they will not affect the external boundaries of the lands required for the Facility and WDBA does not anticipate that they will result in an appreciable change to the POE layout and/or sizing of the contemplated buildings or structures.

Further details, including Project Co's role with respect to the design of buildings and structures and such matters as site drainage, site servicing, location and size of storm water management ponds, and requirements for transformer sub-stations, will be provided in the RFP Process.

Michigan Interchange

Michigan will be the ultimate owner of the Michigan Interchange and will operate and maintain this Component of the Project.

The Michigan Interchange will consist of the primary connecting ramps to and from the United States POE and associated local road improvements required to fit the new ramps into the interstate system. The Michigan Interchange includes:

- four large bridges to and from the I-75 across the M-85 (Fort Street) and smaller structures such as those ramps that cross into the POE and over the Norfolk Southern Railway;
- five new pedestrian crossings to replace existing pedestrian routes;
- on the local roads, the service drives on both sides of I-75 will be reconstructed and modifications will be made to the local roads;
- local roads as specified in the ROD ;
- the Norfolk Southern Railway routing to Zug Island may be modified by the addition of a spur to reduce train traffic adjacent to the POE; and
- minor intersection improvements at Dearborn Street, West End Street, along Jefferson Avenue, and at Clark Street.

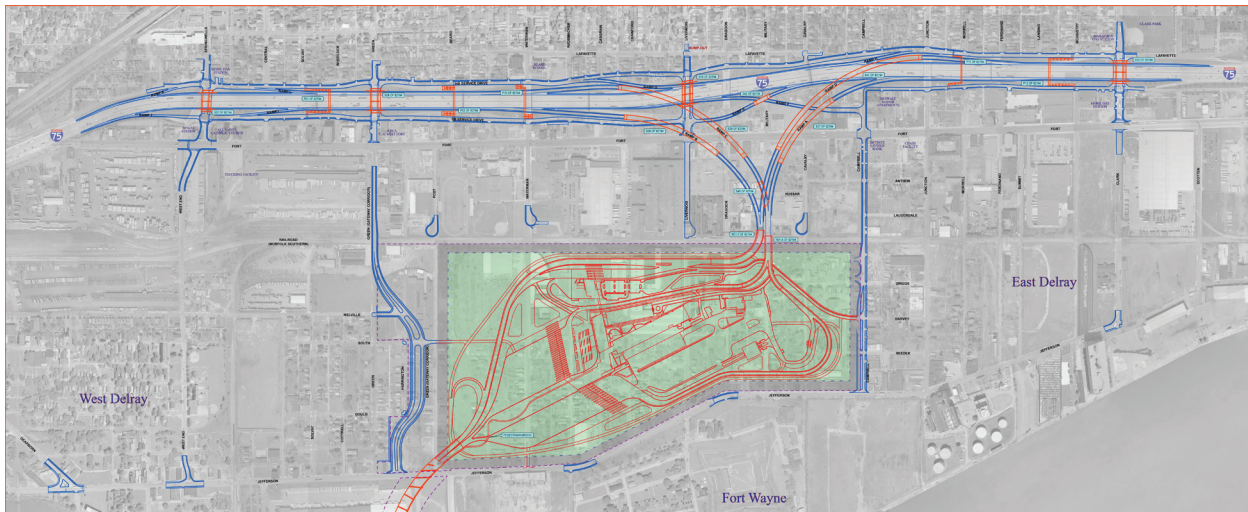
In summary, the Michigan Interchange is expected to include:

- over 200,000m² of new bridges and pavement;
- eight new local Interstate ramps; and
- four United States POE ramps.





Figure 4: Michigan Interchange work to be completed as part of the Project



2.7 Crossing Agreement

In furtherance of the Project, in 2012, Her Majesty the Queen in Right of Canada as represented by the Minister of Transport entered into an agreement (the “**Crossing Agreement**”) with Michigan, the Michigan Department of Transportation and the Michigan Strategic Fund and with a crossing authority to be established by Canada under the laws of Canada (now WDBA). This RFQ is being issued subject to and in accordance with the provisions of the Crossing Agreement. A copy of the Crossing Agreement has been posted on the Project Website. Respondents should carefully review the Crossing Agreement and should note in particular the requirements of Schedule B to the Crossing Agreement.

In accordance with the terms of the Crossing Agreement, Canada incorporated the Canadian crossing authority, namely the Windsor-Detroit Bridge Authority on October 9, 2012 by letters patent issued under Section 29(1) of the IBTA. By the terms of the Crossing Agreement, the International Authority was established as a public body corporate and legal entity. The International Authority has various oversight and approval responsibilities under the Crossing Agreement with respect to the Project including, among other things, certain approvals relating to the RFQ, the RFP, the winning proposal, the selected Fairness Monitor and the Project Agreement. The International Authority shall maintain on-going monitoring of compliance with the Crossing Agreement.

Under the terms of the Crossing Agreement, WDBA is required to consult with individual members of the International Authority and with the Michigan Parties and their staff, attorneys and consultants in the development of this RFQ and the selection of the Fairness Monitor. WDBA confirms that it has carried out such consultations and gained concurrence. The International Authority has approved the Fairness Monitor and this RFQ as required by the terms of the Crossing Agreement.

The Fairness Monitor has been jointly selected by WDBA and the Michigan Parties, has been approved by the International Authority and has been engaged by WDBA to perform its functions under the Crossing Agreement, all in accordance with the terms of the Crossing Agreement and this RFQ.

As required by the Crossing Agreement, the Project Agreement will provide, among other things, that:

- none of the Michigan Parties shall have any liability, directly or indirectly, under the Project Agreement;





- none of the Michigan Parties shall be liable for the acts or omissions of Project Co;
- the Project must meet certain federal requirements as necessary for Michigan to be eligible for the non-federal share for federal matching purposes under FHWA's Federal Aid Highway Program; and
- Project Co will not discriminate on the basis of nationality.

2.8 Commitment to the Project

Financial responsibility to deliver all Components of the Project will be assumed by Canada. Expenses incurred for the Project will be recovered through tolls.

On February 18, 2015, the Minister of Transport stated, among other things, that the Government of Canada is committed to completing the new crossing and will continue to work very closely with the State of Michigan and the Government of the United States to build this new bridge as soon as possible. On May 14, 2015, the Prime Minister of Canada and the Governor of Michigan restated their commitment to the Project, announcing that the crossing would be known as the Gordie Howe International Bridge.

2.9 Bid Security

Short-listed Respondents will be provided with details of the bid security and any other terms and conditions for participation in the RFP Process. WDBA expects that a bid security deposit in the amount of \$5 million will be required, in the form of an acceptable bid bond, security deposit (bill of exchange, bank draft or money order) or irrevocable letter of credit.

3. THE PROJECT

3.1 Preliminary Work by Canada, WDBA, Michigan Parties and US Governmental Authorities

An overview of work undertaken on the Project to date, and work planned to be undertaken prior to Financial Close, is set out below. The following is an indicative list and the full set of approvals and work required for the Project will be set out in the RFP.

- (a) *Canadian Government Approvals:* The Project has been approved by the Government of Canada to proceed to the Competitive Selection Process. Following the evaluation of proposals submitted in response to the RFP, final approval from Canada will be required prior to proceeding to Financial Close (see Section 4.7, Competitive Selection Process Timetable).
- (b) *US/Michigan Approvals:* There are a number of environmental commitments contained in the ROD and there are a number of regulatory approvals identified in the ROD. Some of these approvals are to be obtained by Governmental Authorities in the United States and some are to be obtained by Project Co. Prospective Respondents should review the Project Website which contains the ROD and other studies and reports.

Effective December 13, 2012, FHWA granted a public interest Buy America waiver which contains certain restrictions for the use of American and Canadian steel and iron products. Other materials required for the construction of the Facility are not restricted as to country of origin (see 77 Fed. Reg. 74,048 (Dec. 12, 2012)).

In April 2013, the United States Department of State issued a Presidential permit (“**Presidential**





- Permit**) to Michigan authorizing the crossing. The Michigan Parties have obtained a United States Coast Guard bridge permit (“US Coast Guard Bridge Permit”) authorizing the construction, operation and maintenance of that part of the Bridge forming part of the Project which is located in Michigan.
- (c) *Crossing Agreement Approvals.* The Crossing Agreement requires that the International Authority give certain approvals related to, among other things, the RFQ, the RFP, the winning proposal, the selected Fairness Monitor and the Project Agreement.
 - (d) *Indicative Concept Design:* WDBA will provide at least an indicative concept design of the Facility and its various Components (“**Reference Design**”) as part of the RFP Process. Further details will be provided in the RFP Process.
 - (e) *Land Acquisition:* The Project requires the acquisition of properties in both Ontario and Michigan. The properties that are required have been determined. Acquisition of the required properties has yet to be fully completed. The properties to be acquired will be described in the RFP Process. To the extent that property acquisition has not been completed prior to Financial Close, it is currently anticipated that the Project Agreement will provide relief to Project Co in the event that the status of acquisition of specific parcels materially and unavoidably impacts the Project schedule. The RFP will provide further details regarding the acquisition process and responsibilities of Project Co in connection with that process. WDBA’s expenses, like other expenses incurred for the Project, will be recovered through tolls.
 - (f) *Early Works:* WDBA is undertaking certain early works to facilitate the timely completion of the Facility. These early works include construction of a perimeter access road, relocation of certain utilities, and fill and grading for the POE in Canada, pursuant to a tender released June 3, 2015, and relocation of utilities in the US. It is the intention of WDBA that all such early works will be the responsibility of WDBA and will be undertaken at the expense of WDBA. WDBA’s expenses, like other expenses incurred for the Project, will be recovered through tolls.
 - (g) *Zoning:* WDBA itself or with the assistance of MDOT will be responsible for obtaining any zoning required to permit the Facility.
 - (h) *Studies and Reports:* A number of reports and documents relating to the Project are located on the Project Website. These include the following: an Environmental Assessment Report; an Area Development Plan; a Species at Risk Assessment; a Preliminary Geological Survey; a Preliminary Archaeological Survey; a Topographical Survey; and a Traffic Flow Study. Additional reports and documents may be available as part of the RFP Process and if so will be provided at that time to Proponents. Unless expressly stated, WDBA and Canada will not make any representations with respect to these reports.

3.2 Bridge to Strengthen Trade Act (Canada)

Canada has passed the *Bridge to Strengthen Trade Act*, which came into force in December 2012. Under the *Bridge to Strengthen Trade Act*, the construction of the Facility will be exempt from certain Canadian federal statutes, including the *Fisheries Act*, the *Navigation Protection Act*, the *Species at Risk Act*, Section 6 of the *International Bridges and Tunnels Act*, and the *Port Authorities Operations Regulations*. The Canadian Environmental Assessment Act, 2012 also does not apply except to the extent specified. However, consultation with the appropriate Minister and the filing of plans with the Minister of Transport will be required. Details of Project Co’s obligations with respect to the preparation, filing and compliance with such plans will be provided during the RFP Process..





No tolls, fees or charges will be established or collected for use of the Michigan Interchange or the Michigan side of the Bridge. Tolling will only occur on the Canadian side of the Bridge, for those entering and exiting Canada. A toll systems study is currently being finalized and the current indications are that the tolling system will be a mixed manual and electronic system with details to be confirmed at the RFP stage. Further details on the setting of toll rates, the collection and administration of tolls, and toll revenues will be provided in the RFP.

3.3 Aesthetics of Facility

In addition to providing the Reference Design, WDBA intends to have design consultation meetings with each Proponent as part of the Collaborative Meetings during the RFP Process. The purpose of these design consultation meetings will be to work with each Proponent to ensure that the aesthetics of design of each Facility Component is acceptable to WDBA prior to the filing of a response to the RFP and that such acceptable design will be reflected in the Proponent's response to the RFP.

3.4 Project Agreement

WDBA intends to attach a draft Project Agreement to the RFP which includes:

- (a) output specifications for the design, construction, operation, maintenance and rehabilitation (as applicable) of the Facility and the Facility Components;
- (b) the scope of services to be provided by Project Co; and
- (c) other commercial terms including those required by the Crossing Agreement.

WDBA expects there will be a collaborative process during the RFP Process in which comments will be solicited from Proponents and the draft Project Agreement may be revised. The draft Project Agreement, as it may be revised, will be the basis upon which proposals will be prepared in response to the RFP. The Project Agreement will require Project Co to design, build, finance, operate and maintain the Facility (other than the Michigan Interchange) for a term of 30 years post-construction. The Michigan Interchange will be completed on a design, build, finance basis.

3.5 Project Co Responsibilities

WDBA anticipates that the general scope of Project Co's responsibilities under the Project Agreement will be as described in this Section, all to be undertaken in the overall context of an international bridge with the movement of goods and services for the Project between Canada and the US. These responsibilities are subject to confirmation in or pursuant to the RFP and will be more fully described in the Project Agreement which will be a schedule to the RFP.

- (a) *Design.* Project Co will be responsible for all aspects of the design of the Facility in compliance with output specifications that will be included in the RFP and the Project Agreement.
- (b) *Construction.* Project Co will be responsible for:
 - (i) obtaining all permits and approvals necessary for construction of the Facility, but excluding (i) those permits and approvals which have been obtained and (ii) those permits and approvals which are the responsibility of a WDBA Party, each as described in Sections 3.1(a) and 3.1(g);





- (ii) provision of utilities and other site services that have not already been completed and are required to support the Facility, including any remaining works as required to connect the Facility to existing roads, services and utilities;
 - (iii) construction of the Facility;
 - (iv) other items such as municipal roads; and
 - (v) compliance with applicable provisions of the Crossing Agreement.
- (c) *Equipment.* Project Co will be responsible to design the Facility to accommodate the installation and use of specified equipment. The Project Agreement may also define responsibilities for Project Co to procure, install and maintain certain specified equipment.
- (d) *Finance.* Subject to the payments from WDBA referenced in Section 3.6(b), Project Co will be required to provide the required funding for the Project.
- (e) *Services.* During the term of the Project Agreement after occupation of the Facility, Project Co will be required to provide certain services, to be described in more detail in the RFP and Project Agreement. It is anticipated that such services will include services such as snow and ice removal, landscape maintenance, cleaning, waste management and certain security services as described in the Project Agreement, as well as services such as mechanical, electrical and life cycle replacements.
- (f) *Lifecycle and Maintenance.* Project Co will be responsible for the lifecycle and maintenance of the Facility and defined utilities connected to the Facility (other than the Michigan Interchange) to agreed standards during the term of the Project Agreement.
- (g) *Tolling Infrastructure and Toll Collection.* Project Co will be responsible for the design, procurement, construction or installation, operation, maintenance and lifecycle of the toll collection system. This will include (i) staffing for manual toll collection and the provision of cash management services; (ii) recording toll transactions and delivering all transaction data, in required format and content to WDBA, (iii) processing such data, (iv) toll collection and remission of toll revenues as required by WDBA and (iv) handling customer service issues.
- (h) *Communication and Consultation.* WDBA and Project Co will work together on all aspects of public communication and consultation.
- (i) *Compliance with Applicable Law.* Project Co will be required to comply with all Applicable Law, including local, state, provincial, and federal laws.





Table 2– Project Co Responsibilities (except as otherwise indicated)

Project Components	Design	Construction	Finance	Operations & Maintenance	Life Cycle, Maintenance Rehabilitation & Handover Requirements
Bridge	X	X	X	X	X
Canadian POE (including Tolling Infrastructure)	X	X	X	X*	X
United States POE	X	X	X	X*	X
Michigan Interchange	X	X	X	MDOT	MDOT

* CBSA and CBP will operate the Canadian POE and United States POE, respectively, and carry out customs inspections and other border-related functions. Project Co will be responsible for custodial functions and other building-related operations and maintenance.

3.6 Key Commercial Terms

WDBA anticipates a Project Agreement which is similar in substance to other P3 agreements such as those used in Canada, subject to the special requirements of the Facility.

WDBA currently expects that the Project Agreement may include some or all of the following key commercial terms.

- (a) **Term.** The term of the Project Agreement will commence on Financial Close and continue for not less than 30 years from the construction completion date.
- (b) **Payment.** The RFP will contain details of any payments during the construction phase and after construction following the commencement of services.
- (c) **Payment Deductions.** The Project Agreement will permit withholding or deductions from any payments to which Project Co is otherwise entitled if Project Co fails to make functional areas of the Facility available for use as required by the Project Agreement, or fails to meet defined performance or quality standards for the Facility.
- (d) **Non-Negotiable Commercial Terms.** WDBA anticipates that the following commercial terms will not be open for negotiation:
 - (i) **Title to the Property and Facility.** Title to those parts of the Project located in Canada shall be held by Canada. Title to those parts of the Project located in Michigan shall be held by Michigan. The Project Agreement will set out all of Project Co’s rights with respect to the property and Facility;
 - (ii) **Assignment or Change of Control.** The Project Agreement will preclude any assignment,





or Change in Control of Project Co, other than:

- (A) an exercise of rights by Project Co's arms-length lenders pursuant to a lenders direct agreement to be entered into between the lenders and WDBA at Financial Close; or
- (B) with the prior written consent of WDBA.

WDBA and the Project are subject to the IBTA, which provides that there may be no change of control of an operator of an international bridge without the prior approval of the Canadian Governor in Council except to the extent permitted under the *Bridge to Strengthen Trade Act*. In addition, the Presidential Permit provides that US Department of State shall be immediately notified in writing of any transfer of ownership or control of the facilities in the US or any part thereof, including information identifying the transferee.

- (iii) *Buy Canada/US and other Crossing Agreement Requirements.* Pursuant to the Crossing Agreement, in lieu of the "Buy America" provisions otherwise applicable under FHWA's Federal Aid Highway Program, FHWA granted a public interest Buy America waiver which contains certain restrictions for the use of American and Canadian steel and iron products (See 77 Fed. Reg. 74,048.). Other materials required for the construction of the Facility are not restricted as to country of origin. In addition, any other provisions required pursuant to the Crossing Agreement, such as community benefits, will be included in the Project Agreement. Project Co must not discriminate based on nationality in its hiring decisions or anything else.
- (iv) *US Federal Aid Eligibility Requirements.* Under the Crossing Agreement, the Project must meet certain federal requirements as necessary for Michigan to be eligible for the non-federal share for federal matching purposes under FHWA's Federal Aid Highway Program. Accordingly, the RFP and the Project Agreement must conform to requirements of applicable United States federal law, regulations and policies. MDOT shall perform certain oversight activities as necessary to assure FHWA of compliance with federal aid Eligibility requirements, including all environmental, administrative, financial, procurement and contracting process requirements, in accordance with the Crossing Agreement.
- (v) *Other US Contracting Requirements.* Certain United States federal procurement requirements will apply with respect to the construction and operation of those parts of Facility to be carried out in the United States, such as: Equal Opportunity requirements (Title VI of the Civil Rights Act of 1964, as amended, including environmental justice requirements (Executive Order 12898, 59 Fed. Reg. 7.629 (Feb. 16, 1994)); limited English proficiency requirements (Executive Order 13166, 65 Fed. Reg. 50.121 (Aug.16, 2000)); equal employment opportunity on federal and federal-aid construction contracts requirements (23 CFR Part 230, Subpart A)); requirements applicable to Disadvantaged Business Enterprises (Title 49 Code of Federal Regulations Part 26, as amended); Small Business requirements (United States Code Sections 631 et seq.); and the Davis-Bacon and Related Acts prevailing wage rates.

WDBA reserves the right to change such requirements in the RFP and Project Agreement.





3.7 Attributes of Ideal Short-listed Respondent

The key attributes of the ideal Short-listed Respondent for this Project include the following:

- (a) multi-national in experience and scope with significant experience in North America;
- (b) demonstrable experience in working on a project crossing international borders;
- (c) demonstrable experience in bridge operation and maintenance and in the design and construction of long span cable stayed or suspension bridges (i.e. equal to or greater than 300m span);
- (d) demonstrable design, construction and operational experience in multi-element (highway, civil, building) environment;
- (e) demonstrable experience with sourcing and placing significant quantities of fill and effecting its settlement;
- (f) demonstrable experience in the design, construction, operation and maintenance of roads and pavement;
- (g) demonstrable experience in the design, construction, operation and maintenance of buildings comparable in size and complexity to the buildings comprising the United States POE and the Canadian POE;
- (h) demonstrable experience in the design, construction and operation (including collection) of tolling revenue projects and facilities;
- (i) demonstrable experience in Intelligent Transportation Systems;
- (j) demonstrable experience in constructing and operating facilities which require a high degree of security;
- (k) demonstrable experience in working with Governmental Authorities to obtain required approvals in a multi-jurisdiction environment;
- (l) demonstrable project experience with the FHWA's Federal Aid Highway Program;
- (m) demonstrable expertise and experience with P3 projects, including projects using innovative financing alternatives and approaches that provide value to taxpayers;
- (n) demonstrable experience in working with local communities (to be further detailed in the RFP as referenced in Schedule "B" of the Crossing Agreement) to ensure that the interests of local residents are taken into account in the planning and development stage and that a range of useful, important and long lasting community benefits are provided both during and after construction;
- (o) an understanding of the key role that the Facility will play in the conduct and promotion of efficient trade between Canada and the US; and
- (p) an understanding of the signature nature of the Project for both Canada and the US.





Note: The foregoing are not intended to set out Response Submission Requirements in addition to the Response Submission Requirements set out in Appendix B.

4. COMPETITIVE SELECTION PROCESS

This section describes the process that WDBA expects to use in the selection of a Preferred Proponent and the execution of the Project Agreement by Project Co. The Competitive Selection Process includes three stages: (i) the RFQ Process; (ii) the RFP Process; and (iii) the finalization and execution with Project Co of all documentation required prior to and for the purposes of Financial Close.

4.1 Eligibility

Subject to Section 7.16, 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 licensed or having the ability to obtain licensing as required for the completion of the Project, and not currently suspended or on a debarment list with respect to Michigan/US or Canada. If the Respondent is not a legal entity, the Respondent must act through one or more of its lead legal entities. Respondents should also note Section 7.15 which contains a list of Restricted Parties who may not participate in the Competitive Selection Process.

The following link is to the United States federal suspension and debarment list: <https://www.sam.gov/portal/SAM/>. Reference should also be made to 1980 Public Act 278 (180 PA 278), Michigan Compiled Law (MCL) 423.321 et seq. which requires no contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158.

4.2 Respondent Representative

Each Respondent shall be represented by a Respondent Representative identified in the Response Submission Agreement. The Respondent Representative must have the power and authority to bind all Respondent Team Members for the purposes of this RFQ. Any actions taken by the Respondent Representative shall be binding on the Respondent and its Team Members. Effective with the issue of this RFQ, all communications by an actual or prospective Respondent or Team Member or their respective Representatives with respect to this RFQ, the Project or the Competitive Selection Process shall be made exclusively to the Contact Person in the prescribed manner.

4.3 Examination and Interpretation of RFQ

Each Respondent is responsible for ensuring that it has all of the information necessary to respond to this RFQ and for independently informing and satisfying itself with respect to the information related to the Project, this RFQ and any conditions that may in any way affect its Response. Information offered to Respondents in respect of this RFQ from anyone other than the Contact Person or through MERX, is not official, may be inaccurate and should not be relied on by any Person for any purpose.

4.4 RFQ Process

Subject to Sections 6.6, WDBA anticipates that it will select up to three Short-listed Respondents to be Proponents and then issue an RFP to Proponents only, from which a Preferred Proponent will be selected in accordance with the terms of the RFP.





4.5 RFQ Documents

The RFQ Documents consist of the body of this Request for Qualifications, any Addenda, and the following Appendices, all of which are incorporated into and form part of this RFQ:

- Appendix A - Confidentiality Provisions
- Appendix B - Response Submission Requirements
- Appendix C - Project Experience Forms
- Appendix D - Response Submission Agreement
- Appendix E - Team Member Certification and Agreement
- Appendix F - Declaration re Conflict of Interest and Other Matters
- Appendix G - Request for Information Form
- Appendix H - Mandatory Requirements Declaration Form
- Appendix I - Code of Conduct (Integrity Provisions)
- Appendix J - Respondent Team Information Form
- Appendix K - Administrative Completeness Checklist

Unless the context otherwise requires, a reference to “this RFQ” means the RFQ Documents taken as a whole. The Appendices and Addenda, if any, constitute an integral part of this RFQ and are incorporated by reference. Background Information is not part of this RFQ.

4.6 Costs and Expenses of Respondents

All costs, expenses and liabilities of any nature or kind incurred by a Respondent with respect to the Competitive Selection Process for this RFQ are for the sole account of the Respondent. None of WDBA, any WDBA Party nor any Representative of any of them will be liable to pay any costs or expenses of any Respondent nor to reimburse or compensate a Respondent in any manner whatsoever under any circumstances, including in the event of the rejection of any or all Responses or if WDBA decides not to proceed with the Project.

4.7 RFQ Process Timetable

The following is WDBA’s estimated timetable (“**Timetable**”) for the RFQ Process.

Table 3: RFQ Process Timetable

Activity	Timetable
RFQ Issuance	July 20, 2015
Introductory Project Meetings (Windsor/Detroit)	August 5, 2015/August 6, 2015
Last day for Submitting Requests Permitting a Person to be a member of more than one team	September 18, 2015





Last day for Submitting Request for Advance Rulings re Restricted Parties and Conflicts of Interest	September 18, 2015
Last day for Submitting RFIs	September 18, 2015
Last day for issuing Addenda (except for Addenda related to this Timetable)	September 28, 2015
RFQ Submission Deadline	October 9, 2015
Respondent interviews (optional)	November 17, 2015 or later
Announce Proponents	By December 15, 2015
<i>(Additional activities and timetable will be provided in (or prior to) the RFP Process. WDBA anticipates an RFP open period of not less than approximately eight months for the submission of technical and financial proposals and a 2020 opening.)</i>	

All dates in the above Timetable are subject to change in the discretion of WDBA. All dates set out in the Timetable which follow completion of the RFQ Process are approximate. Any changes to dates applicable to the RFQ Process will be made through the issuance of an Addendum. After completion of the RFQ Process any changes to dates or the Timetable will be given only to the Proponents or Project Co, as applicable, in accordance with the provisions of the RFP.

4.8 Introductory Project Meeting

WDBA intends to hold introductory meetings to introduce the Project in Windsor and Detroit on the dates indicated in the Timetable. All parties who wish to attend should provide the names of all proposed attendees by email to the Contact Person by July 27, 2015. Attendance will not be mandatory. WDBA may limit the number of attendees who attend on behalf of any one Person. A list of attendees will be made available to everyone participating in the meeting or on request to the Contact Person. No information from the meeting may be relied upon unless set out in an Addendum.

4.9 Fairness Monitor

In accordance with the terms of the Crossing Agreement, WDBA has appointed P1 Consulting Inc. (the “**Fairness Monitor**”) to monitor the Competitive Selection Process, and to carry out the functions of a fairness monitor as required by the terms of the Crossing Agreement. Respondents should refer to the Crossing Agreement for a description of the role of the Fairness Monitor in the Competitive Selection Process for this Project. The Fairness Monitor will provide a written report to WDBA at the end of the Competitive Selection Process if a Project Agreement is executed with a Project Co. WDBA will make any such report available to interested parties.

The Fairness Monitor, among other things, will be:

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

4.10 RFP Process

WDBA’s objective for the RFP Process is to select a Preferred Proponent. The RFP Process is expected





to include the Collaborative Meetings and RFP Submission, as further described in Sections 4.11 and 4.12 respectively. WDBA will arrange for one or more public meetings to be held on the process for the selection of a Preferred Proponent, prior to the issuance of the RFP. WDBA intends to make documents relevant to the RFP Process available in a data room located at WDBA's offices in Canada.

4.11 Collaborative Meetings

The RFP Process will include collaborative meetings and discussions (“**Collaborative Meetings**”) relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP to allow Proponents to provide comments on Project-specific issues raised through the process. It is anticipated that attendance at Collaborative Meetings will be held in person.

WDBA anticipates that the RFP Process will allow Proponents to provide input on the draft Project Agreement and certain other relevant documentation, such as in relation to the requirements for the United States POE (“**Project Documents**”) as follows:

- (a) WDBA will invite each Proponent to review the draft Project Documents and then meet confidentially and separately with WDBA to discuss any comments or amendments that the Proponent requests to be considered.
- (b) WDBA will consider all comments and requested amendments received from the Proponents and may amend the draft Project Documents, and by one or more addenda issue revised draft Project Documents.
- (c) WDBA will issue final draft Project Documents as the common basis for the preparation of Proposals by the Proponents.

4.12 RFP Submission

The form of the RFP submission will be described in the RFP and will address both technical and financial aspects of the Project. It is anticipated that the RFP Process will include an interim financial submission, a technical submission addressing the technical aspects of the RFP and a final financial submission.

The technical submission will not require pricing, but is anticipated to be well-developed and to include the following:

- (a) the Proponent's design, identifying key elements of the Proponent's technical submission for each Component of the Facility;
- (b) plans outlining the Proponent's approach to items such as quality assurance, construction management, Facility operations, toll collection, asset preservation, communications, traffic and environmental management, and community benefits; and
- (c) schedule and 2020 opening.





It is anticipated that the financial submission during the RFP Process will include the following:

- (d) fully committed financing, including confirmation from the Proponent's funding sources confirming acceptance of the terms of the Project Agreement;
- (e) a commitment to enter into the Project Agreement by the Proponent; and
- (f) committed pricing for the Project.

Once the Preferred Proponent has been selected, WDBA reserves the right (as will be described in the RFP) to engage in final limited discussions to customize the Project Agreement and other Project Documents for Project Co and if appropriate to clarify any ambiguous terms, so that it can be finalized for execution. If WDBA initiates such discussions but it is unable to resolve a final Project Agreement with Project Co, it may proceed to have discussions with the next highest rated Proponent to finalize a Project Agreement with such Proponent, or it may terminate the Competitive Selection Process.

4.13 Compensation for Participation in the RFP Process

WDBA intends to pay an honorarium in the amount of \$5 million to each unsuccessful Proponent who submits a proposal in response to the RFP that meets the requirements of the RFP, in return for a full release of all Claims of such Proponent against WDBA and each WDBA Party, arising in connection with the Competitive Selection Process. Details of the amounts and mechanics of this payment will be set out in the RFP.

If, after commencement of the RFP Process, WDBA unilaterally terminates the Competitive Selection Process, WDBA intends to offer Proponents designated compensation amounts based on how far the Competitive Selection Process has proceeded at the time of termination. Details of the amounts and mechanics of this payment will be set out in the RFP. This payment will also be made in consideration of full release of all Claims of such Proponent against WDBA and each WDBA Party, arising in connection with the Competitive Selection Process.

4.14 Security Requirements

It is anticipated that access to protected or classified information or assets or to sensitive work site(s) will be required for the Project and that appropriate security clearances will be required by Governmental Authorities (see, for example, Canadian Industrial Security Directorate security requirements which may be found at <http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html>). Further details on any security requirements required for the RFP Process and the Project will be contained in the RFP.

5. Instructions to Respondents

5.1 Obtaining the RFQ, Addenda and Project Information

Respondents are advised to obtain the RFQ directly from www.merx.com to ensure that they receive all communications issued by WDBA relating to the RFQ. If a Respondent obtains the RFQ in a way other than through MERX, it is solely responsible to ensure that it has received all communications issued by WDBA including Addenda, relating to the RFQ and the RFQ Process.

By submitting a Response each Respondent represents that the Respondent has verified receipt of a complete RFQ, including all Addenda and other RFQ Documents, and that the Respondent has accepted and understood the complete RFQ. Each and every Response is deemed to be made on the basis of the complete RFQ, including





all Addenda.

5.2 Language of Procurement

Responses may be submitted in either English or French. At an appropriate time in the Competitive Selection Process, Respondents and/or Proponents may each be asked to advise if they wish future communications to be in English or French.

5.3 Currency

All dollar amounts referred to in this RFQ are, and all dollar amounts referred to in a Response must be, in Canadian dollars (except for financial statements and other documents originally published using other currencies).

5.4 Electronic Communication

No telephone or fax communication to the Contact Person is permitted with respect to this RFQ or the Project during the RFQ Process. The following provisions apply to any email communications with, or delivery of documents by email to, the Contact Person where permitted or required by this RFQ:

- (a) WDBA does not assume any risk or responsibility or liability whatsoever to any Respondent if a permitted email communication or delivery is not received by WDBA, or received in less than its entirety, within any time limit specified by this RFQ.
- (b) All permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's email system.

5.5 Questions and Requests for Clarification or Information

- (a) Prospective Respondents shall submit all requests for information, clarification or questions with respect to this RFQ, the Competitive Selection Process, or the Project ("RFIs") to the Contact Person, by e-mail, no later than the date and time set out in the Timetable and in the form set out in Appendix G. Communications other than with the Contact Person, as set out in Section 7.8 of this RFQ, are restricted. Without limitation, an RFI may address any question or concern as to the meaning of any part of this RFQ or identify any error, inconsistency or omission in this RFQ. WDBA is not required to provide a response to any RFI. Prospective Respondents should refer to Section 7.8 of this RFQ for prohibited communications.
- (b) Subject to Section 5.5(a) and Section 5.5(d), WDBA intends to provide all RFIs and WDBA's responses in writing (without identifying the Person that submitted the RFI) by posting the RFIs and such responses on MERX. WDBA will not answer any RFI, or any other type of enquiry with respect to this RFQ, the Competitive Selection Process or Project, that is not submitted in accordance with Section 5.5(a).
- (c) Any oral or written response provided by WDBA or its Representatives in connection with this RFQ will neither be binding on WDBA nor will it change, modify, amend or waive the requirements of this RFQ in any way. Respondents shall not rely on any response provided to an RFI unless it





forms part of an Addendum issued in accordance with Section 5.6.

- (d) A Person may submit an RFI on matters that it considers to be commercially sensitive or confidential. Such Person must designate such RFI as “commercially confidential” in the place provided in Appendix G and must submit it in accordance with Section 5.5(a). WDBA may consult with such Person with respect to the identification of proprietary or confidential information in the commercially confidential RFI. If WDBA determines, acting reasonably and after any consultation with the Respondent, that such Respondent’s commercially confidential RFI is of general application or would provide a significant clarification to all prospective Respondents, WDBA may remove any portion of the RFI which is commercially confidential or proprietary to such Person prior to responding to the RFI. If WDBA agrees with such Person’s designation of the RFI as commercially confidential and determines that it is not of general application, WDBA may provide a response to only such Person.
- (e) Despite any other term of this RFQ, and despite any matter being identified as “commercially confidential”, WDBA may issue a letter of clarification, Addendum or other response to all prospective Respondents, if WDBA considers that the matter should in fairness be brought to the attention of all prospective Respondents.
- (f) Section 7.8 of this RFQ sets out communications, other than as described above, which are restricted.

5.6 Addenda

If WDBA, for any reason determines that it is necessary or desirable to amend this RFQ, any amendment will be communicated in writing solely through MERX in the form of a written Addendum numbered for identification purposes. Each Addendum will be considered to form an integral part of this RFQ. In the event of any conflict in the wording or any issue of interpretation, Addenda, when issued, take priority over the original wording in this RFQ and any wording in prior Addenda. WDBA may require Respondents to acknowledge Addenda in their Responses.

5.7 Response Form and Content

Responses to this RFQ should be in the form and include the content described in Appendix B - Response Submission Requirements. The content of the Response should be sufficiently comprehensive to enable WDBA to evaluate the Response using the Evaluation Criteria outlined in Section 6.4 and Table 4.

Each Response must:

- (a) be received at the Submission Location at or before the Submission Deadline;
- (b) contain a signed Response Submission Agreement (Appendix D);
- (c) contain a signed Team Member Certification and Agreement (Appendix E);
- (d) contain a signed Declaration re Conflicts of Interest and Other Matters (Appendix F); and
- (e) be submitted in the form required by Section 5.8.





WDBA does not intend to consider any Responses received after the Submission Deadline and intends to return any such Responses unopened. No Response submitted by email will be considered. The designated calendar and clock at the Submission Location, whether accurate or not, will govern the delivery of any and all Responses.

Without limiting any rights of WDBA under this RFQ, an omission or error in connection with the Mandatory Requirements and other requirements in the RFQ, with the exception of the requirements of Section 5.7(a) and Section 5.7(b) above, will not lead to the automatic rejection of the Response concerned, provided the Respondent remedies the error or omission if requested to do so by WDBA to WDBA's satisfaction within the time determined by WDBA, which must be no later than two (2) business days following the date on which the Respondent receives a written request to that effect from the Contact Person, unless a later date or time is expressly specified or permitted by WDBA.

5.8 Response Submission Instructions

Respondent shall submit separately in sealed packages:

- (a) an **“Administrative Information Package”**, which should include one bound, signed original, marked as “Original”, and 10 copies of the following:
 - (A) Response Submission Agreement (Appendix D);
 - (B) Team Member Certification and Agreement (Appendix E);
 - (C) Declaration re Conflicts of Interest and Other Matters (Appendix F);
 - (D) Mandatory Requirement Declaration Form (Appendix H); and
 - (E) Respondent Team Information Form (Appendix J);

together with two separate USB data storage keys containing electronic copies, in both Microsoft office compatible format and searchable Adobe Acrobat compatible PDF format of all of the information provided pursuant to this sub-paragraph in a package marked “Administrative Information Package”;

- (b) a **“Technical Information Package”**, which should include:
 - (i) one bound, signed original, marked as “Original”, and ten (10) copies of each of the following five (5) “Technical Information Sub-Packages corresponding to the five (5) Evaluation Categories listed in Section 6.4, each sealed and labelled separately as follows:
 - (A) “Technical Sub-Package A – Respondent Team”, which should include all the information required by Appendix B – Table 1, Section 1, including the completed forms required by Appendix B;
 - (B) “Technical Sub-Package B – Design”, which should include all the information required by Appendix B – Table 1, Section 2, including the completed forms required by Appendix B;





- (C) “Technical Sub-Package C – Construction”, which should include all the information required by Appendix B – Table 1, Section 3, including the completed forms required by Appendix B;
 - (D) “Technical Sub-Package D – Operation and Maintenance”, which should include all the information required by Appendix B – Table 1, Section 4, including the completed forms required by Appendix B;
 - (E) “Technical Sub-Package E – Tolling”, which should include all the information required by Appendix B – Table 1, Section 5, including the completed forms required by Appendix B; and
- (ii) two separate USB data storage keys in each Sub-Package containing electronic copies, in both Microsoft office compatible format and searchable Adobe Acrobat compatible PDF format, of all of the information provided pursuant to this sub-paragraph each marked with the name of the relevant Sub-Package as set out above,
- together in a package marked “Technical Information Package”; and
- (c) a **“Financial Information Package”** which should include one bound original, marked as “Original”, and ten copies of,
 - (i) all information (“**Financial Information**”) required by Appendix B — Table 2; and
 - (ii) two separate USB data storage keys containing electronic copies, in both Microsoft office compatible format and searchable Adobe Acrobat compatible PDF format, of all information provided pursuant to this paragraph and marked “Financial Information” on such storage keys,
- together in a package marked “Financial Information”.

As the packages and sub-packages referred to above may be evaluated separately, information relevant to an Evaluation Category in more than one such package or sub-packages should be repeated for each relevant Evaluation Category.

Respondents must include the Technical Information Package and the Financial Information Package with the name of the Respondent, the name of the Project and the Contact Person’s name clearly stated on the exterior of the package. If there is a discrepancy between the wording of either the Original of the Technical Information Package or the Original of the Financial Information Package and any copy thereof, the Original shall prevail.

Respondents should not submit promotional materials as part of their Response. Respondents should not submit information that is not required by this RFQ. If there are page limits set out in Appendix B, the Respondent shall limit its Response, or each component of its Response, to the maximum number of pages indicated in Appendix B. WDBA will not review or score pages submitted in excess of the maximum number of pages indicated for such item. Any page limits set out in this RFQ shall apply to all materials submitted by the Respondent in response to the item that is the subject of a page limit, whether submitted in the text of the Response or included as an appendix, schedule or other attachment to the Response.





A Response that is not submitted in a sealed package may be rejected by WDBA and WDBA shall not be under any obligation to return an unsealed Response to the Respondents nor to notify the Respondents that the package was not sealed.

5.9 Withdrawal or Amendment of Response

- (a) If a Respondent determines that it does not want to continue in the RFQ Process after it has filed a Response, it must confirm that it will no longer participate in the RFQ Process and withdraw its Response by notice given by email to the Contact Person. Such notice may be given at any time during the RFQ Process.
- (b) If a Respondent wishes to amend its Response, it must withdraw its original Response and submit a new Response (clearly marked as new) in accordance with the terms of this RFQ before the Submission Deadline. The submission of a new Response shall constitute a withdrawal of all previous Responses which have been submitted by the Respondent.
- (c) The designated calendar and clock at the Submission Location, whether accurate or not, will govern the delivery of any new Responses. New Responses received after the Submission Deadline will not be considered and will be returned unopened.

5.10 Participation by Team Members on More than one Respondent Team

- (a) Subject to Section 5.10(c) and (e), a Team Member of one Respondent, or a Person Related to such Team Member, may not be a Team Member of any other Respondent or otherwise participate in the Response of any other Respondent.
- (b) A Key Individual or any Person Related to such Key Individual, must not be involved in the Response of any other Respondent.
- (c) A senior lender who is a Prime Team Member of a Respondent, may be a lender Team Member of another Respondent, so long as it is not in an advisory role to such other Respondent and establishes protocols to ensure that there is no possibility that it may act as a conduit for information to or from the Respondents of which it is a Prime Team Member or lender Team Member.
- (d) A Team Member of a Respondent Team that is not selected as a Short-listed Respondent, may join another Proponent Team, subject to compliance by the Proponent with Section 5.13.
- (e) Notwithstanding Section 5.10(a) and (b), WDBA may permit a Team Member to participate in the Response of more than one Respondent if:
 - (i) the Respondent applies for such permission on or before the deadline set out in the Timetable;
 - (ii) the Respondent can demonstrate, to WDBA's satisfaction, that the relevant Team Member is a specialist contractor or consultant and that there is a shortage of such specialist contractor or consultant with respect to expertise required for the Project; and
 - (iii) the Team Member is not a Prime Team Member or Key Individual of another Respondent.





- (f) If WDBA exercises its discretion pursuant to Section 5.10(e), WDBA may:
 - (i) impose conditions on the Respondent in respect of the relevant Team Member;
 - (ii) prohibit Respondents from entering into agreements obliging the relevant Team Member to agree to provide services exclusively to a particular Respondent or Respondents; and
 - (iii) require that the relevant Respondents and Team Member establish protocols to ensure that there is no possibility that such Team Member may act as a conduit for information to or from the Respondents of which it is a Team Member.

5.11 Prohibition on Exclusive Teaming Arrangements with Toll Systems Integrators, Steel Suppliers and Duty Free Operators

The market for: (i) toll system integrators capable of performing the work for the Project's tolling system, (ii) steel suppliers capable of supplying the amount of steel required for the Project, and (iii) duty free operators, is each small enough that an exclusive teaming arrangement between a Respondent and any of a toll system integrator, steel supplier or duty free operator would give the Respondent having such an exclusive arrangement, a distinct and unfair advantage over other Respondents. Accordingly, to ensure a fair Competitive Selection Process, Respondents shall not enter into exclusive teaming arrangements with toll system integrators, steel suppliers or duty free operators.

Toll system integrators, steel suppliers and duty free operators that participate on multiple teams are obligated to protect the confidentiality of each team's Response information and not share such information with another Respondent. In addition, toll system integrators, steel suppliers and duty free operators shall treat each Respondent in a fair, neutral and non-discriminatory manner and base (i) any service/supply differences strictly on differences in Respondent requests and requirements for the scope of work and services and (ii) any price differences strictly on differences in scope of work, services, schedule, credit risk and other generally accepted commercial considerations. Respondents who have a toll system integrator, steel supplier or duty free operator on their team who is also on another team are required to submit an officer's certificate from each such toll system integrator, steel supplier or duty free operator (in the Form of Appendix E: Team Member Certification and Agreement) certifying that such toll system integrator, steel supplier or duty free operator has complied with the foregoing requirements. Additionally, and for greater certainty, no toll system integrator, steel supplier or duty free operator may be a Prime Team Member on any Respondent Team.

Respondents, and any Team Members who are toll system integrators, steel suppliers or duty free operators, are required to represent and warrant their compliance with the obligations in this Section in their Response Submission Agreement (Appendix D, Section 5) and Team Member Certification and Agreement (Appendix E, Section 9), respectively.

5.12 Changes to Respondent or Respondent's Team Members

- (a) Subject to the provisions of this Section 5.12 and Section 5.10, WDBA encourages Respondents to develop and attract the local and world-wide expertise necessary to design, build and finance the Facility and operate and maintain the Facility (other than the Michigan Interchange) in an innovative, effective and efficient manner.
- (b) Except as provided in Section 5.10(e) or this Section 5.12, after the Submission Deadline, a Respondent shall not (i) change its Team Members or Key Individuals or (ii) allow a Change in Control of itself or a Team Member or (iii) make any change to the scope of work of a Team





Member (collectively and individually a “Change”), without WDBA’s prior written consent.

- (c) A Respondent who wishes to make a Change, shall submit a written request to the Contact Person that sets out in detail the particulars of such Change.
- (d) If the Respondent submits a request for a Change after it has submitted a Response, then WDBA may permit the Change or refuse to permit the Change. In determining whether or not to permit such Change, WDBA will consider the following factors, along with such other criteria as WDBA considers relevant:
 - (i) would the proposed Change be inconsistent with, or not permitted by, any applicable provision of this RFQ;
 - (ii) does the replacement Team Member or Key Individual have equal or better qualifications than the original Team Member or Key Individual;
 - (iii) would the Change materially impact on the results of the evaluation; and
 - (iv) would the proposed Change in the scope of work result in equal or better performance by the Respondent.
- (e) If there is any Change after a Response has been submitted and such Change was beyond the control of the Respondent and the applicable Team Member, the Respondent must provide written notice to WDBA within five business days after such Change. The Respondent must provide full details of the Change which has occurred. WDBA may Disqualify any such Respondent and/or reject the Response of any such Respondent if WDBA considers that the Change may have a material adverse impact on the Respondent’s Response. If WDBA determines that the Respondent will not be Disqualified, WDBA may permit the Respondent to propose a substitute Team Member, Key Individual or revised scope of work for review and consideration by WDBA. WDBA may permit the proposed Change or not, after considering the factors set forth in Section 5.12(d) and such other criteria as WDBA considers relevant.
- (f) If at any time after the Submission Deadline, including during the evaluation of Responses by the Evaluation Committee, a member of a Respondent Team as listed in the Respondent’s Submission is rejected as failing to satisfy any security requirements which WDBA determines are applicable, then on written application from the Respondent, WDBA may grant or refuse to grant permission for a Change to replace the rejected member, considering WDBA’s objective of achieving a Competitive Selection Process that is not unfair to other Respondents.

5.13 Changes after Proponents Announced

After a Respondent has been selected as a Proponent, there shall be no Changes without WDBA’s prior written consent. If for any reason a Proponent wishes or is required to make a Change, then such Proponent will be required to submit a written application to WDBA for approval prior to the RFP submission deadline. Requests should be submitted as soon as possible, as WDBA may grant permission on such terms and conditions as WDBA considers appropriate or refuse to grant permission for such Change, considering WDBA’s objective of achieving a Competitive Selection Process that is not unfair to other Proponents. Without limiting the foregoing, in deciding whether to permit or refuse a Change, WDBA may consider the following factors and such other criteria as WDBA considers relevant:





- (a) would the proposed Change be inconsistent with or not permitted by any applicable provision of this RFQ;
- (b) would the proposed Change, in WDBA's judgment, result in a less effective Proponent Team than the Respondent Team that was evaluated to select the Short-listed Respondents; and
- (c) would the evaluation of the Proponent Team, using the Evaluation Criteria, rank the Proponent, after the Change, lower than another Respondent who is not a Short-listed Respondent.

WDBA's discretion to give approval for Changes includes discretion to approve requests for changes to facilitate or permit a change in ownership or a Change in Control of a Proponent or a Team Member of a Proponent, and discretion to approve changes to the legal relationship between members of a Proponent Team such as the creation of a new joint venture or other legal entity that will take the place of the Proponent.

5.14 Confirmation of Changes by Team Members

In any circumstance where WDBA requires or permits a Change, WDBA may require some or all of the Respondent's or Proponent's Team Members, including any original Team Member that will no longer be a Team Member, to confirm in writing their agreement to the Change. However, any request for written confirmation shall not be an acceptance by WDBA of a Respondent's or Proponent's request for a Change and will not impair WDBA's right to Disqualify any such Respondent or Proponent from continued participation in the Competitive Selection Process. In addition the Respondent shall require any New Team Member to provide to WDBA a completed Team Member Certification and Agreement (Appendix E) and a Declaration Re Conflicts of Interest and Other Matters (Appendix F).

5.15 Replacement or Removal of Team Members or Key Individuals

WDBA may require the Respondent to remove and/or replace any Team Member and/or Key Individual pursuant to Sections, 7.7(g), 7.8(d), 7.9(d) or 7.14(b). Any proposed replacement of any such Team Member and/or Key Individual will require the prior written consent of WDBA. In exercising its discretion pursuant to this Section 5.15, WDBA may have reference to the Evaluation Criteria categories set out in this RFQ and such other criteria as WDBA may consider relevant.

6. EVALUATION

6.1 Evaluation Process

WDBA will not open Responses in public. WDBA and its Representatives will evaluate the Responses in accordance with the following procedure.

- (a) The Responses will be reviewed to determine whether they are substantially completed. The "substantial completeness" review will assess whether the required information and forms have been substantially provided in the Response. A Respondent's failure to provide a substantially complete Response may result in its Response not being evaluated.
- (b) Responses will be reviewed to determine whether they pass the Mandatory Requirements. Any Response which has been determined not to meet the Mandatory Requirements will be given no further consideration.





- (c) WDBA will appoint two or more evaluation teams to evaluate the Technical Information Package and the Financial Information Package. Responses will be evaluated on the evaluation criteria set forth in Section 6.4 and Table 4 and any other requirements of this RFQ (collectively “Evaluation Criteria”). The Evaluation Criteria include criteria based on general reputation, qualifications, industry experience, safety record, experience related to development and execution of community benefits plans and community consultations, technical and financial capacity, without discrimination on the basis of nationality, and evidence of the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omission insurance. A summary of the items to be evaluated, the Evaluation Criteria to be applied and the available points for each such item is set forth in Section 6.4.
- (d) WDBA may require an interview with some or all of the Respondents, with the Fairness Monitor, after commencement or completion of the initial technical and financial evaluations.
- (e) The evaluation teams established by WDBA will present their findings to an evaluation committee whose members will be appointed by WDBA (the “**Evaluation Committee**”). The Evaluation Committee may be assisted by such other Persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors and employees of WDBA, the International Authority, Canada or any other WDBA Party, or external expertise. The Evaluation Committee will recommend to WDBA which Respondents should be selected as Proponents to participate in the RFP Process based on the scores arising out of the technical and financial evaluation process. In the event that there is a tie in the aggregate score among two or more Responses in respect of the final Proponent position to be awarded, WDBA may give the higher ranking to the Respondent with the higher technical score.
- (f) Following approval by WDBA, the Contact Person will contact all Respondents to inform them whether or not they have been selected as Proponents.

6.2 Clarification of Responses

- (a) During the evaluation of Responses, WDBA may request that any Respondent provide further clarification of any part of its Response (“**Request for Clarification**” or “**RFC**”). The evaluation of a Response will include any clarifications provided in writing in response to questions posed by WDBA as well as to any other investigations made by WDBA.
- (b) WDBA also reserves the right to conduct interviews with the Respondents to further understand the Respondent’s Response and to meet Key Individuals on the Respondents’ team provided that, in the opinion of WDBA, no unfair advantage is given to one or more Respondents. WDBA may request clarification of a Respondent’s Response at an interview. If, during or after the interview, WDBA makes a request for clarification, such request will be reduced to writing and the Respondent shall provide a written clarification in accordance with the request by WDBA. WDBA may treat such clarifications in the same fashion as RFCs provided in writing in accordance with Section 6.2(a). WDBA is under no obligation to conduct interviews with the Respondents.
- (c) WDBA may conduct reference checks relevant to the Project with any or all of the references cited in a Response and other references as determined by WDBA, to verify any and all information regarding a Respondent, including with respect to its Team Members and Key Individuals. WDBA may conduct any background investigations and/or security checks that it considers necessary in the course of the Competitive Selection Process, and it may rely on and consider any relevant information from such references and background investigations and/or security checks. WDBA is under no obligation to conduct reference checks with respect to a Respondent, a Respondent Team Member or a Key Individual.





- (d) WDBA is under no obligation to request clarification with respect to, or verify, any information in any Response, including the clarification or verification of an ambiguity in the Response. WDBA may request clarification with respect to, or verify, matters related to none, one or some of the Responses.

6.3 Mandatory Requirements

A Response that has passed the substantial completeness review will be further reviewed to determine whether it meets each of the following three requirements (the “**Mandatory Requirements**”) which are also referenced in Technical and Financial Submission Requirements set out in Appendix B:

- (a) The Design Prime Team Members and the Construction Prime Team Members undertaking the design and construction of the Bridge shall have experience in the design and construction of at least three (with at least one Design Prime Team Member having at least one, and at least one Construction Prime Team Member having at least one) long span cable stayed or suspension bridges, each of which has a span equal to or greater than 300m (See Table 1 - Technical Information in Appendix B - Response Submission Requirements under (i) Section 2.1.1 (b), to be included in Technical Sub-Package B - Design, and (ii) Section 3.1.2(p), to be included in Technical Sub-Package C - Construction).
- (b) The Design Prime Team Members (at least one Design Prime Team Member, or Design Prime Team Members collectively) undertaking the design for the Michigan Interchange shall have experience equivalent to a Design Prime Team Member in the design of at least one complex interstate interchange project with a minimum project value of US\$50 million or 3 interstate projects, each with a minimum project value of US\$10 million, and subject to the FHWA’s Federal Aid Highway Program (See Table 1 - Technical Information in Appendix B - Response Submission Requirements under Section 2.1.4, to be included in Technical Sub-Package B - Design););
- (c) The Construction Prime Team Members (at least one Construction Prime Team Member, or Construction Prime Team Members collectively) undertaking the construction of the Michigan Interchange shall have experience equivalent to a Construction Prime Team Member in the construction of at least one complex interstate interchange project with a minimum project value of US\$50 million or 3 interstate projects, each with a minimum project value of US\$10 million, and subject to the FHWA’s Federal Aid Highway Program (See Table 1 - Technical Information in Appendix B - Response Submission Requirements under Section 3.1.5, to be included in Technical Sub-Package C - Construction);); and
- (d) The Respondent Team (at least one Prime Team Member, or Prime Team Members collectively or pro rata) shall have capacity to fund no less than \$300 million of Equity (See Table 2 - Financial and Financing Information in Appendix B - Response Submission Requirements under Section 1.1.2, to be included in Financial Information Package).

The amount indicated in sub-paragraph (d) above is for evaluation purposes only and WDBA reserves the right to alter or permit alteration of this amount in connection with the actual financing for the Project without reassessing the parties qualified under this RFQ.

In the event that fewer than three Respondents are able to meet any or all of the Mandatory Requirements set out in this Section 6.3, WDBA may waive one or more of the Mandatory Requirements.





6.4 Evaluation Categories and Scoring

A Response that has passed the substantial completeness review and meets each of the Mandatory Requirements will be subjected to an evaluation in accordance with Section 6.1 based on the Evaluation Criteria to score the Response, as set out in the table below.

The weighting of the Evaluation Criteria will be as set out in Table 4.

Table 4: Evaluation Categories and Weighting

Evaluation Categories	Points/100
1.0 Respondent Team	15
1.1 Respondent Team and Approach to Partnering	
1.1.1 Respondent Team Composition and Structure	2
1.1.2 Respondent's Approach to Partnering	2
1.1.3 Previous Experience working as a Team	2
1.1.4 Respondent's Approach to Community Benefits	3
1.1.5 Respondent's Approach to Engagement with Indigenous Peoples	2
1.1.6 Understanding of the Project and Project Delivery	2
1.1.7 Uniqueness/Challenges	2
2.0 Design	20
2.1 Design Team - Approach and Experience	
2.1.1 Design Approach	7
2.1.2 Design Experience - Prime Team Members	10
2.1.3 Design Experience - Key Individuals	
2.1.4 Design Experience with FHWA's Federal Aid Highway Program	3
3.0 Construction	25
3.1 Construction Team - Approach and Experience	
3.1.1 Construction General	5
3.1.2 Construction Specific	11
3.1.3 Construction Experience	
3.1.4 Construction Team Members' Local Knowledge	6
3.1.5 Construction Experience with FHWA's Federal Aid Highway Program	3
4.0 Operation and Maintenance	15
4.1 OM Team Approach and Experience	
4.1.1 Operation and Maintenance Approach	3
4.1.2 Operation and Maintenance Background	3
4.1.3 Lifecycle/Project Management	3
4.1.4 Energy Management	2





4.2	OM Team Qualifications	
4.2.1	OM Prime Team Members' Experience	4
4.2.2	Key Individuals Experience	
5.0	Tolling	5
5.1	Tolling Infrastructure	
5.1.1	Design and Construction Experience	2
5.1.2	Toll Collection Systems - Operation and Maintenance	3
Financial and Financing		20
1.0	Capacity and Experience	10
1.1	Financial Capacity	
1.1.1	Evidence of Financial Capacity	
1.1.2	Financial Capacity	
1.2	Financial Experience	
1.2.1	Financial Experience - Prime Team Members	
1.2.2	Financial Experience - Key Individuals	
2.0	Approach	10
2.1	Financing Approach	
2.1.1	Financing Team's Proposed Approach for Financing the Project	

6.5 Minimum Scores

The minimum scores are as follows:

- (a) Section 2.1 (Design Team - Approach and Experience) - minimum of 12 (60%) of 20 available points;
- (b) Section 3.1 (Construction Team - Approach and Experience) - minimum of 15 (60%) of 25 available points; and
- (c) Table 2 (Financial and Financing Information) - minimum 12 (60%) of 20 available points.

Failure to achieve the minimum score in any of the above categories may prevent a Respondent from proceeding further in the evaluation process. WDBA intends to allocate available points for the categories referred to in paragraphs (a) and (b) above such that it will be necessary for Respondents to demonstrate a comparable minimum level of qualifications in relation to each type of Component comprising the Facility (the Bridge, the Michigan Interchange and the Canadian POE/United States POE) to achieve the minimum score for each category. However, in the event that fewer than three Respondents are able to meet any or all of the requirements set out in this Section 6.5, WDBA may waive the minimum score requirement.

6.6 Maximum Number of Proponents

As stated in Section 4.4, WDBA intends to select three Short-listed Respondents to be Proponents in the RFP Process. WDBA may replace a Short-listed Respondent or Proponent who has informed WDBA that it is withdrawing from the RFP Process by inviting other Respondents to be added to the list of Proponents based on





their ranking in the RFQ Process (provided such Respondents have achieved the minimum scores required by Section 6.5).

6.7 Financial Submission Confirmation

Prior to the issuance of the RFP, WDBA may request any Respondent to confirm that there have been no material changes to the information submitted by the Respondent in response to the Response Submission Requirements set out in Table 2 of Appendix B. If there have been any material changes to the submitted information, the Respondent shall provide details of such changes in accordance with any requirements WDBA may impose at that time. WDBA shall evaluate the information submitted by the Respondent in accordance with the Evaluation Criteria and may revise the Respondent's score and ranking to reflect the results of the evaluation. If a Respondent's revised score results in a change in its ranking, WDBA may invite other Respondents, based on their ranking in the RFQ Process (provided such Respondents have achieved the minimum score required by Section 6.5) to be added to the list of Proponents and replace the Respondent whose score was re-evaluated under this Section 6.7, even if those Respondents were not Proponents in the first instance.

6.8 Reporting of Material Change

During (i) the time period between the filing of a Response and the end of the RFQ Process and (ii) in the case of a Respondent which is selected as a Proponent, the time period after selection of Proponents and prior to the issuance of the RFP, a Respondent shall notify WDBA immediately if there is any material change in the information submitted by that Respondent in its Response. In addition, WDBA may from time to time request a Respondent to confirm that there is no such material change. WDBA shall evaluate the information regarding any material change submitted by such Respondent in accordance with the Evaluation Criteria and may revise the Respondent's score and ranking to reflect the results of the evaluation. If a Respondent's revised score results in a change in its ranking, WDBA may invite other Respondents, based on their ranking in this RFQ Process (provided such Respondents have achieved the minimum score required by Section 6.5), to be added to the list of Respondents, and replace the Respondent whose score was re-evaluated under this Section 6.8 even if those Respondents were not Respondents in the first instance.

6.9 Debriefing

Any Respondent which is not a Short-listed Respondent may request a debriefing from WDBA within 20 business days after the announcement of the Short-listed Respondents by WDBA. WDBA reserves the right to hold individual and/or group debriefing sessions and otherwise determine the form and format for debriefing Respondents who are not Short-listed Respondents. Any information provided by WDBA in good faith during a debriefing shall not be used against WDBA or a WDBA Party or Short-listed Respondents in any way whatsoever, including with respect to making a Claim against any one or more of them.

7. GENERAL TERMS AND CONDITIONS

7.1 No Obligation to Proceed

This RFQ does not commit WDBA in any way to proceed to an RFP Process, award a contract or proceed with the Project and WDBA is entitled at any time to exercise the rights described in Section 7.7 to terminate the Competitive Selection Process and proceed with the Project, in whole or in part, in the same or some other manner, including reissuing the same or a different RFQ in relation to the Project. This RFQ does not constitute an offer to enter, or obligate WDBA to enter, into a contract with any Person and is not intended to create any binding contract, often referred to in Canada as Contract "A".





7.2 Ownership of Responses

All Responses submitted to WDBA become the property of WDBA.

7.3 Access to Information Legislation

- (a) Except as expressly stated in this RFQ and subject to ATI/FOI Legislation, all documents and other records submitted in response to this RFQ will be considered confidential. However, such information or parts thereof may be released pursuant to ATI/FOI Legislation. Respondents are also advised that ATI/FOI Legislation may provide protection for confidential and proprietary business information. Respondents are advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Responses.
- (b) Subject to the provisions of applicable ATI/FOI Legislation, WDBA will use reasonable efforts to safeguard the confidentiality of any information identified by the Respondent as confidential but WDBA and any WDBA Party shall not be liable in any way whatsoever to any Respondent or Respondent Team Member if such information is disclosed pursuant to applicable ATI/FOI Legislation.
- (c) In the event that a Respondent or Team Member disputes a requirement to disclose any Confidential Information pursuant to ATI/FOI Legislation, the sole involvement of WDBA or any WDBA Party will be as a stakeholder retaining such Confidential Information in accordance with ATI/FOI Legislation until otherwise ordered by a court or tribunal having jurisdiction. The Respondent or such Team Member shall (i) be solely responsible for how it handles such dispute and for all fees, costs and expenses of any kind relating to such dispute and (ii) indemnify WDBA and any WDBA Party from and against all fees, costs and expenses of any kind which may be incurred by WDBA or any WDBA Party in connection with such dispute.

7.4 Confidentiality of Information

Information pertaining to WDBA, a WDBA Party or the Project, which is obtained by the Respondent, is subject to the Confidentiality Provisions set forth in Appendix A. Any Person who submits a Response Submission Agreement agrees to the Confidentiality Provisions. The Confidentiality Provisions shall survive any termination or completion of the Competitive Selection Process and shall apply whether or not the Respondent is selected as a Proponent.

7.5 No Liability re Information

- (a) This RFQ may not contain all of the information that a Person may need in deciding whether to submit a Response. WDBA accepts no responsibility for any Person lacking any information.
- (b) WDBA, each WDBA Party and their Representatives shall not be liable for any information or advice or any errors or omissions that may be contained in this RFQ or the data, materials or documents (electronic or otherwise) provided to the Respondents or prospective Respondents in the RFQ Process or otherwise with respect to the Project.
- (c) WDBA, each WDBA Party and their Representatives make no representations or warranties and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFQ or the data, materials or other documents referred to in Section 7.5(b). WDBA, each WDBA Party and their





Representatives will not be responsible for any Claim whatsoever arising from a Respondent's or prospective Respondent's reliance on or use of this RFQ or any such data, materials or other documents which are provided, delivered, made available or required by WDBA or its Representatives.

- (d) Each Respondent and prospective Respondent is responsible for obtaining its own independent legal, financial, engineering, architectural, environmental and other technical or professional advice, and making its own investigations with respect to the Project, this RFQ, the RFQ Process and any data, materials or other documents provided, delivered or made available or required by WDBA or its Representatives. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and has obtained such advice and that the Respondent is willing to assume and does assume all risks affecting the Project, except as otherwise specifically stated in this RFQ.

7.6 No Liability - RFQ Process

WDBA does not, by issuing this RFQ or by any communication or documentation made or provided in connection with this RFQ, incur any duty of care or contractual obligation to any Person. Each Respondent understands and agrees, on its own behalf and as authorized agent of each Respondent Team Member, Key Individual and their respective Representatives and Affiliates, that:

- (a) no Person will have any Claim for compensation or other remedy of any kind whatsoever against WDBA, any WDBA Party or their Representatives as a result of the Respondent participating in the RFQ Process;
- (b) if WDBA exercises any of its rights set forth in Section 7.7, neither WDBA nor any WDBA Party or their Representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate any Person in any manner whatsoever, including the costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter; and
- (c) by submitting a Response, each Respondent waives and releases WDBA and each WDBA Party and their Representatives of and from any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is rejected or Disqualified or is not successful in being selected as a Short-listed Respondent in the Competitive Selection Process or for any other reason.

7.7 Rights of WDBA

WDBA may at any time, with or without notice:

- (a) reject and not consider a Response from a Respondent, or Disqualify any Respondent where
 - (i) the Respondent or any Team Member has been disqualified from a procurement process undertaken by a WDBA Party as the result of any criminal charges related to inappropriate bidding practices or unethical behaviour
 - (ii) there are any outstanding criminal charges related to inappropriate bidding practices or unethical behaviour by a Respondent or a Team Member or any of their Affiliates in relation to a public or broader public sector tender or procurement in any jurisdiction
 - (iii) there is evidence satisfactory to WDBA that, based on past conduct or behaviour, the Respondent or any Team Member is unsuitable or has conducted themselves improperly or
 - (iv) WDBA determines that the Respondent or any Team Member's performance on other contracts is sufficiently poor to jeopardize the completion of the Project;





- (b) consider, in the evaluation of a Response, (i) any Dispute involving a Respondent or Team Member and (ii) any instances of poor performance of a Respondent or Team Member, or any other unfavourable experiences with any of them, that WDBA or a WDBA Party has experienced;
- (c) amend the scope or details of the Project, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of the Project, this RFQ, the RFQ process or any or all stages of the Competitive Selection Process;
- (d) reissue a request for qualifications for the Project the same as this RFQ or a different request for qualifications document in connection with the Project;
- (e) reject or Disqualify all or any Responses;
- (f) waive any material or non-material deficiency or failure to comply with the requirements of this RFQ;
- (g) require a Respondent to remove and/or replace any Team Member or Key Individual including where such Respondent, Team Member and/or Key Individual has any economic or one or more other interests which are, or could reasonably be perceived to be, contrary to the objectives of the Project, whether or not such interests constitute a Conflict of Interest;
- (h) re-advertise for new responses, call for tenders, or enter into negotiations for this Project or for work of a similar nature following termination of this RFQ;
- (i) prior to the issuance of the RFP, replace a Short-listed Respondent who has informed WDBA that it does not intend to participate in the RFP process by inviting another Respondent, based on its ranking in this RFQ process, to be added to the list of Short-listed Respondents who will participate in the RFP process if, in the opinion of WDBA, it will serve the interest of the Competitive Selection Process to do so; and
- (j) if a Proponent is for any reason unable or unwilling to proceed in the RFP Process or is Disqualified, invite any other Respondent(s) that is willing to participate as a Proponent, based on the ranking of such other Respondent(s) according to the Evaluation Criteria, to proceed to the RFP Process and request additional or updated submissions, or seek clarification or confirmation, from any such Respondent in connection with its Response,

in each case without incurring any liability of any kind to a Respondent or a Respondent Team Member.

7.8 No Public Comment, Lobbying or Improper Contact

- (a) No Respondent, Respondent Team Member, Key Individual, a Related Person to any of them or any of their respective Representatives shall make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their qualifications, interest in or participation in the Project or the Competitive Selection Process without WDBA's prior written consent, except for the purpose of forming teams to respond to this RFQ.
- (b) Respondents are expected to conduct themselves with professional integrity with respect to the Competitive Selection Process and the Project. Respondents must not engage in any form of political or other lobbying whatsoever with respect to the Project or otherwise attempt to influence the outcome of the Competitive Selection Process other than by submitting a Response. Without





limitation, Respondents and each member of the Respondent Team shall comply (and will ensure that each of their respective Representatives comply) with the requirements pertaining to lobbying and post-mandate obligations set out in the Lobbying Act (Canada) as they may be applicable to any WDBA Party. Other than as expressly permitted or required by this RFQ, no Respondent, Respondent Team Member, Key Individual, a Related Person to any of them or any of their respective Representatives shall, or shall attempt to, contact any Persons, directly or indirectly, in order to lobby or otherwise influence them with respect to the RFQ Process, the RFP Process or the Project.

- (c) The rules of contact set forth in this Section 7.8 shall apply during the Competitive Selection Process, effective as of the date of issuance of this RFQ through the execution of the Project Agreement. These rules are designed to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by WDBA in connection with the RFP Process and the finalization and execution of the Project Agreement. Contact includes face-to-face, telephone, facsimile, e-mail, text messaging, social media or formal written communication, either directly or indirectly by a Respondent, a Respondent Team Member, a Key Individual, any Related Person to any of them or any Representative of any of them.
- (d) If there is a breach of any of the provisions of this Section 7.8 in respect of a particular Respondent, WDBA may at any time, (i) Disqualify that Respondent (ii) reject any Response by that Respondent, (iii) require that Respondent to change a Respondent Team Member or Key Individual or (iv) impose such conditions on that Respondent's continued participation in the Competitive Selection Process as WDBA may consider in the public interest or otherwise appropriate.

7.9 Ethical Behaviour Confirmation

Without limitation of any other rights of WDBA or the requirements of this RFQ, in order to ensure the integrity, openness and transparency of the Competitive Selection Process, WDBA may:

- (a) impose at any time on all Respondents and any Team Members additional conditions, requirements or measures, in addition to the Team Member Certification and Agreement in the form of Appendix E, with respect to bidding practices or ethical behaviour of a Respondent and any of its Team Members; and
- (b) require that any or all Respondents and/or any Team Member at any time during the Competitive Selection Process provide WDBA with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Respondent and all Team Members with such policies, processes and controls.

In the event that any Respondent and/or Team Member:

- (c) fails to comply with any requirement prescribed by WDBA pursuant to this Section 7.9; or
- (d) complies with WDBA's requirement as prescribed in accordance with this Section, but WDBA determines that any Respondent and/or Team Member has or may have engaged in inappropriate bidding practices or unethical behaviour, WDBA shall have the right, at any time to reject and not consider a Response from a Respondent, or pursuant to Section 7.7(h) require the Respondent to remove and/or replace any Team Member.





7.10 Disclosure and Transparency

WDBA is committed to an open and transparent Competitive Selection Process, while understanding the Respondents' need for protection of confidential commercial information. To assist WDBA in meeting its commitment, Respondents will use reasonable efforts to protect such confidential commercial information as set forth in Section 7.3 and this Section 7.10.

WDBA may disclose the following information during this stage of the Competitive Selection Process:

- (a) the RFQ Documents;
- (b) the number of Respondents;
- (c) the Prime Team Members of any Respondent's team; and
- (d) the names of Short-listed Respondents.

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, all public information generated in relation to the Project, including communications with the media and the public, must be coordinated with, and is subject to prior written approval of WDBA. Respondents will notify WDBA through the Contact Person of requests for information or interviews from the media. Respondents will ensure all of the Respondent Team Members, Key Individuals and their respective Affiliates and Representatives comply with these requirements.

7.11 Restriction on Communication between Respondents

A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Response or the Response of another Respondent. Each Respondent shall prepare and submit its Response independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Respondent. The Respondent shall ensure that its Key Individuals and Respondent Team Members and their respective Representatives and Affiliates comply with this Section 7.11. By submitting a Response, a Respondent on its own behalf and as authorized agent of each Respondent Team Member, Key Individual and their respective Representatives and Affiliates represents, warrants and confirms to WDBA that its Response has been prepared and submitted without collusion or fraud, or in violation of any Applicable Law and in fair competition with prospective Respondents, prospective Respondent Teams, and other Respondents.

7.12 Verification of Information

WDBA may independently verify any information received in or in respect of any Response pursuant to this RFQ. WDBA may Disqualify any Respondent whose Response:

- (a) contains any false or misleading information; or
- (b) fails to disclose any information that would, if disclosed, materially adversely affect WDBA's evaluation of such Respondent's Response.

7.13 Conflicts of Interest

- (a) For the purposes of this RFQ, the term “**Conflict of Interest**” includes any situation





or circumstance where a Respondent, a Respondent Team Member, their respective Representatives and Affiliates and/or a Key Individual, has, could be perceived to have or could possibly acquire:

- (i) contractual or other obligations to WDBA or any WDBA Party that could or could be seen to have been compromised or impaired as a result of its participation in the RFQ Process, the RFP Process or the Project; or
- (ii) knowledge or information (other than information disclosed by WDBA in the normal course of the RFQ Process, including as a result of any prior work or services provided to any WDBA Party) of strategic and/or material relevance to the RFQ Process or to the Project that is not available to other Respondents and that could or could be seen to give the Respondent an unfair competitive advantage.
- (iii) commitments, relationships, financial interests or involvement in ongoing litigation:
 - (A) that could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of WDBA's independent judgment;
 - (B) that could or could be seen to compromise, impair, challenge, be in opposition to or be incompatible with the Project or the effective performance of WDBA's obligations under this RFQ, the RFP or the Project Agreement; or
 - (C) in which WDBA or the International Authority is an adverse party.

Other Disputes relating to any P3 projects or matters involving the procurement and delivery of design, construction, operation, environmental management or maintenance services, including but not limited to Canada or Michigan, must be disclosed.

In determining Conflict of Interest, WDBA may consider and have regard to relevant codifications in Canada and the US such as, in the US, 23 CFR 1.33 and 23 CFR 636.116 and, in Canada, the Code of Conduct for Procurement (2014-11-27) of Public Works and Government Services Canada (referenced later in this RFQ).

- (b) Each Respondent shall:
 - (i) use its best efforts to avoid any Conflict of Interest in relation to the Project; and
 - (ii) comply with any requirements prescribed by WDBA to mitigate or resolve any Conflict of Interest which may arise.
- (c) Throughout the Competitive Selection Process, each Respondent shall and it shall ensure that its Team Members and their respective Representatives and Affiliates and Key Individuals, promptly disclose to the Contact Person in writing any Conflict of Interest. At the time of such disclosure, the Respondent shall include any information and documentation that demonstrates appropriate measures have been or will be implemented to mitigate, minimize or eliminate the Conflict of Interest. The Respondent shall provide such additional information and documentation and implement such additional measures as WDBA may require in connection with WDBA's consideration of the Conflict of Interest and proposed measures.





7.14 WDBA's Rights - Conflict of Interest

- (a) WDBA may waive any and all Conflicts of Interest. A waiver must be in writing and may be upon such terms and conditions as WDBA requires to ensure that the Conflict of Interest has been appropriately managed, mitigated and minimized including requiring the Respondent and/or its Team Members to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to WDBA to manage, mitigate and minimize the impact of such Conflict of Interest.
- (b) WDBA may immediately Disqualify a Respondent or require a Respondent to remove and/or replace a Team Member and/or Key Individual, if, in each case as determined by WDBA,
 - (i) the Respondent fails to disclose a Conflict of Interest;
 - (ii) the Respondent fails to comply with any requirements prescribed by WDBA to mitigate or resolve a Conflict of Interest; or
 - (iii) the Conflict of Interest issue cannot be mitigated or otherwise resolved.
- (c) The determination of WDBA as to whether a Conflict of Interest exists shall be final and binding.

7.15 Restricted Parties

A restricted party (“**Restricted Party**”) is a Person who:

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

and includes each Affiliate of such Person, and any of their respective directors, officers and former and current employees.

As at the date hereof, WDBA is identifying the following firms or organizations as Restricted Parties:

- (a) Deloitte LLP;
- (b) Fasken Martineau DuMoulin LLP;
- (c) Warner Norcross & Judd LLP;
- (d) Morrison Hershfield Limited;
- (e) Parsons Inc.;
- (f) CDM Smith Inc.;





- (g) Beam Longest & Neff;
- (h) Zausmer, August & Caldwell, P.C.;
- (i) Monaghan, P.C.;
- (j) Any former Special Assistant Attorneys General who worked on the Project;
- (k) Any member of the firm formerly known as Heenan Blaikie LLP who provided legal services in relation to the Project; and
- (l) P1 Consulting Inc.

This is not an exhaustive list of Restricted Parties. Additional Persons may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum.

7.16 Use or Inclusion of Restricted Parties

Each Respondent is responsible to ensure that neither the Respondent nor any Respondent Team Member, Key Individual nor any of their respective Representatives uses, consults or seeks advice from a Restricted Party with respect to the Project, or includes a Restricted Party as a Respondent Team Member. WDBA may Disqualify a Respondent or impose such conditions on the Respondent's continued participation in the Competitive Selection Process as WDBA may consider as being in the public interest or otherwise appropriate, if the Respondent uses or includes a Restricted Party in the Respondent Team:

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

7.17 Participation by Affiliates etc.

- (a) An Affiliate of a Restricted Party by virtue of Section 7.15 may be eligible to participate as a Team Member of a Respondent provided that the Respondent has submitted to the Contact Person prior to the date and time set out in the Timetable a request for clarification that includes the following information:
 - (i) the full legal name of the Affiliate that it wishes to include as a Team Member;
 - (ii) information regarding the Affiliate's relationship to the Restricted Party;
 - (iii) a description of the policies and procedures that will be put in place to mitigate any Conflict of Interest; and
 - (iv) the justification for excluding the Affiliate from the Conflict of Interest provisions of this RFQ.





Upon receipt of the request set out in this Section, WDBA will make a determination as to whether it considers there to be a Conflict of Interest and whether such a Conflict of Interest can be mitigated. The Respondent shall be notified of WDBA's decision and, where applicable, an Affiliate that has been deemed to have a Conflict of Interest which cannot be mitigated shall be added to the list of Restricted Parties.

- (b) A subcontractor or consultant to any Restricted Party may be eligible to participate as a Team Member of a Respondent provided that it has undertaken to implement internal policies and procedures to protect and, if requested by WDBA, to return or destroy all Confidential Information which it obtained from or through WDBA or a WDBA Party and to abide by all confidentiality obligations previously imposed on it in relation to such Confidential Information.

7.18 Request for Advance Rulings

- (a) A prospective Respondent or Team Member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or Team Member of that Respondent is or may be a Restricted Party or has a Conflict of Interest, is encouraged to request an advance ruling in accordance with this Section through the following process.
- (b) To request an advance ruling of whether a Person is a Restricted Party or has a Conflict of Interest, a Respondent or prospective Team Member or advisor of that Respondent should submit by email to the Contact Person, not later than the time specified on the Timetable, the following information:
 - (i) names and contact information of the Respondent and the Person for which the advance ruling is requested;
 - (ii) a description of the relationship that raises the possibility or perception of a Conflict of Interest or unfair advantage;
 - (iii) description of the steps taken to date and future steps proposed to be taken to mitigate the Conflict of Interest or unfair advantage; and
 - (iv) copies of any relevant documentation.
- (c) Subject to Section 7.3, all requests for advance rulings will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party or becomes subject to a Conflict of Interest, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party. WDBA may seek whatever advice it deems necessary to assist in connection with the foregoing and may change any ruling if further or other relevant information becomes known or available to WDBA.

7.19 Discretion of WDBA or a WDBA Party

When, under the terms of this RFQ or the terms of any document submitted by a Respondent in the RFQ Process, WDBA or a WDBA Party has,

- (a) the choice to take or not take an action including to give or grant an agreement, approval, confirmation, acceptance, waiver, permission or consent,





- (b) the right or obligation to make an election, determination, designation, rejection, requirement or stipulation, exercise a discretion, to reserve a right, to make a request, to exercise an option or to make a decision, or
- (c) the right to consider or to come to a judgment, view or an opinion,

with respect to any matter under this RFQ or such document, it means that WDBA or such WDBA Party has the sole, subjective, absolute and unfettered discretion with respect to the matter in question, without (i) any implied or express duty of good faith, and (ii) with no requirement to act reasonably or to provide reasons unless the terms of this RFQ so provide.

7.20 Powers Not Limited

No provision of this RFQ is intended to operate, nor shall any such provision have the effect of, operating, in any way, so as to interfere with or otherwise fetter the discretion of (i) Canada, the United States or Michigan in the exercise of their respective legislative powers or (ii) the rights and powers of the International Authority in carrying out its mandate.

7.21 Code of Conduct (Integrity Provisions)

Without limiting any other rights of WDBA or requirements of this RFQ, Respondents are required to comply with the expectations of suppliers set out in the Government of Canada's New integrity regime ("**Code of Conduct**" or "**Integrity Provisions**", which may be reviewed at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20#integrity-provisions>. Relevant provisions are also set out in Appendix I.

8. DEFINITIONS

In this RFQ and all the Appendices hereto:

Acronyms have the following meanings:

EA means Environmental Assessment;

EA Conditions means conditions relating to the EA;

BOMA means Building Owners and Managers Association International;

CBP means the US Customs and Border Protection;

CBSA means Canada Border Services Agency;

CFIA means the Canadian Food Inspection Agency;

DBFOM means a design, build, finance, operate and maintain project;

EA Process has the meaning set forth in Section 2.5;

EIS means Environmental Impact Statement;





FHWA means the United States Federal Highway Administration;

GSA means the US General Services Administration;

IBTA means the *International Bridges and Tunnels Act (Canada)*;

LEED (O&M) means Leadership in Energy & Environmental Design (Operations & Maintenance);

MDOT means the Michigan Department of Transportation, a department of Michigan;

MERX means the electronic tendering service found at www.merx.com;

MSF means the Michigan Strategic Fund, a public body corporate and politic and public agency of Michigan;

NEXUS means the program which allows pre-screened travelers expedited processing when entering the US and Canada;

P3 means a public-private partnership;

POE means Port of Entry;

ROD means Record of Decision;

RFC has the meaning set forth in Section 6.2(a);

RFI has the meaning set forth in Section 5.5(a);

RFP means the request for proposals which may be issued by WDBA as part of the Competitive Selection Process;

RFQ means the RFQ Documents taken as a whole;

US means the United States of America;

WDBA means the Windsor-Detroit Bridge Authority;

Addenda or **Addendum** means each and every written document issued by WDBA for the purpose of amending or clarifying this RFQ, all as provided in Section 5.6;

Administrative Completeness Checklist has the meaning set out in Appendix K - Administrative Completeness Checklist;

Administrative Information Package has the meaning in Section 5.8(a);

Affiliate in respect of a Person means any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person;





Applicable Law means all laws of each of the Province of Ontario, Canada, the United States and Michigan, unless otherwise expressly stated;

ATI/FOI Legislation means the *Access to Information Act* (Canada), the *Privacy Act* (Canada) and other Applicable Law, if any, in Canada or the US pertaining to access to information, freedom of information, or the disclosure of information to the public or any Persons;

Background Information has the meaning set forth in Section 2.5;

Bridge has the meaning set forth in Section 2.2(a);

Canada means Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport, the Government of Canada or the country of Canada, as the context requires;

Canadian POE means the Canadian border services premises located on the Canadian side of the Bridge, which will be operated by the CBSA, will carry out functions such as customs, immigration, border security and CFIA inspection, and will include Tolling Infrastructure;

Change has the meaning set forth in Section 5.12(b);

Change in Control with respect to a Person, means any direct or indirect change, which results in another Person, or another group of Persons acting jointly or in concert, who did not Control such Person directly or indirectly immediately prior to the change, Controlling such Person after such change;

Claim means any claim, demand, liability, damage, loss, suit, action, or cause of action and all costs and expenses relating thereto;

Code of Conduct has the meaning set forth in Section 7.21;

Collaborative Meetings has the meaning set forth in Section 4.11;

Competitive Selection Process means the overall process for the selection of a Preferred Proponent for the Project including the RFQ Process, the RFP Process and the execution and delivery of the Project Agreement with Project Co, including in compliance with the terms of the Crossing Agreement;

Component has the meaning in Section 2.2;

Confidential Information has the meaning set forth in the Confidentiality Provisions;

Confidentiality Provisions means the provisions relating to Confidential Information set out in Appendix A;

Conflict of Interest has the meaning set forth in Section 7.13(a);

Construction Lead means the Person who will undertake the lead construction role for the Project;

Construction Prime Team Members means the Construction Lead and each other Person who will undertake at least 25% of the construction work for any Component of the Facility based on the total estimated construction costs of that Component of the Facility;





Construction Team means the Construction Prime Team Members and any other Team Member who will provide more than \$50 million worth of construction materials or construction services to the Project;

Contact Person means the individual identified as such in the Summary of Key Information section of this RFQ;

Control with respect to a specified Person shall mean the ability to control the management and direction of such specified Person and such specified Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly, and whether through the ownership of securities, a trust, a contract or otherwise, and **Controlling** shall have a similar extended meaning;

Crossing Agreement has the meaning set forth in Section 2.7;

Design Lead means the Person who will undertake the lead design role for the Project;

Design Prime Team Members means the Design Lead and each other Person who will have a material role (being at least 25% of the value of the design work) in the design of any Component of the Facility;

Disputes means disputes of any nature or kind, including arbitration, litigation, or exercise of the contractual remedies of suspension or termination for default, within the last five (5) years;

Disqualify, Disqualification or Disqualified means exclusion of a Respondent and its Response from the Competitive Selection Process by WDBA;

Equity Provider means each Person who will provide Equity to Project Co or otherwise have an ownership or equity interest in Project Co;

Equity means equity capital;

Evaluation Category means each of the categories, including their respective sub-categories, set forth in Section 6.4;

Evaluation Committee has the meaning set forth in Section 6.1(e);

Evaluation Criteria has the meaning set forth in Section 6.1(c);

Facility has the meaning set forth in Section 2.2;

Fairness Monitor means the Person described in Section 4.9;

Finance Lead means the Person who will undertake the lead role in arranging financing for the Project;

Finance Prime Team Members means the Finance Lead and each other Person who will have a material role in arranging or providing financing for the Project;

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 Project financing agreements have been satisfied;





Financial Disclosure Entities has the meaning set forth in Table 2 of Appendix B;

Financial Information has the meaning set forth in Section 5.8(c)(i);

Financial Information Package has the meaning set forth in Section 5.8(c);

Governmental Authority means any federal, provincial, state, territorial, regional, municipal or local government or governmental authority, quasi-governmental authority or other agency, or any political or other subdivision, department or branch of any of the foregoing;

Host Community means a community in which a Component of the Facility is located;

Integrity Provisions has the meaning set forth in Section 7.21;

Intelligent Transportation Systems means advanced applications to provide innovative services relating to different modes of transport and traffic management and enable various owners, operators and users to be better informed and make safer, more coordinated, and 'smarter' use of transport networks;

International Authority has the meaning in the Crossing Agreement;

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

- Project Director
- Project Manager
- Design Manager
- Construction Manager
- Operations, Maintenance and Rehabilitation Manager
- Financing Lead Manager
- Lead Building Architect
- Lead Bridge Architect
- Lead Bridge Engineer
- Lead Independent Bridge Engineer
- Lead Michigan Interchange Engineer
- Lead Building Structural Engineer
- Lead Mechanical Engineer
- Lead Electrical Engineer
- Lead Security Officer
- Lead Environmental Officer
- Lead Tolling Manager
- Lead Quality Manager
- Lead Communications, Community Liaison and Consultation Manager;





Mandatory Requirements has the meaning set forth in Section 6.3;

Michigan means the State of Michigan;

Michigan Interchange has the meaning set forth in Section 2.2(d);

Michigan Parties means Michigan, MDOT and MSF;

OM Lead means the Person who will undertake the lead role in the provision of operation, maintenance, rehabilitation of, and life cycle replacement for, the Project;

OM Prime Team Members means the OM Lead and each other Person who will provide at least 25% of the operation and maintenance services and rehabilitation work for any Component of the Facility based on the estimated operation, maintenance and rehabilitation costs for that Component of the Facility;

OM Team means the OM Prime Team Members and each other Person who will provide at least \$500,000 worth of operation and maintenance services, rehabilitation or life cycle replacement for the Project;

Parkway has the meaning set forth in Section 2.2(b);

Person means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted;

Preferred Proponent means the Proponent selected by WDBA pursuant to the Competitive Selection Process to negotiate with WDBA with a view to entering into the Project Agreement;

Presidential Permit has the meaning set forth in Section 3.1(b);

Prime Team Member of a Respondent means:

- the Project Developer
- an Equity Provider
- the Design Prime Team Members
- the Construction Prime Team Members
- the OM Prime Team Members
- the Security Prime Team Members
- the Finance Prime Team Members
- the Tolling Prime Team Members

or who is otherwise designated by the Respondent as providing a critical or material portion of the design, construction, financing, maintenance, operation and/or repair and rehabilitation of the Facility or any Component;

Project has the meaning set forth in Section 2.2;





Project Agreement means the agreement to be entered into between WDBA and Project Co under which Project Co will agree to implement the Project;

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

Project Developer means the Equity Provider(s) who will lead the development of the Project;

Project Documents has the meaning set forth in Section 4.11;

Project Website means www.wdbridge.com;

Proponent means a Respondent who is selected by WDBA to participate in the RFP Process;

Proponent Team means the Persons comprising a Proponent;

Reference Design has the meaning set forth in Section 3.1(d);

Related when used in relation to a Person, means a Person who is not dealing at arm's length with such first mentioned Person, as provided in the *Income Tax Act* (Canada) on the date hereof;

Representative means, with respect to a Person, each officer, director, minister, employee, agent, consultant, advocate, accountant, financial advisor, legal advisor, and all other representatives, of such Person;

Respondent means a Person who submits a Response;

Respondent's Representative means the individual, identified in the Response Submission Agreement who is fully authorized to represent the Respondent and the Respondent Team Members in any and all matters related to its Response;

Respondent Team means the Persons comprising the Respondent;

Respondent Team Member means a member of the Respondent Team;

Response means a response submitted by a Respondent to this RFQ;

Response Submission Agreement means an agreement in the form set forth in Appendix D;

Response Submission Requirements means each of the requirements set forth in Appendix B, including the Technical Submission Requirements and the Financial Submission Requirements;

Restricted Party means any Person identified in Section 7.15;

RFP Process means the issue of the RFP and the selection of a Preferred Proponent pursuant to and in accordance with the terms of the RFP and the Crossing Agreement;

RFQ Documents means the documents listed in Section 4.5 which form this RFQ;

RFQ Process means the issue of the RFQ and the selection of up to three Short-listed Respondents pursuant to





and in accordance with the terms of the RFQ and the Crossing Agreement;

Security Lead means the Person who will undertake the lead role in providing security for all Components of the Facility for which such services will be provided;

Security Prime Team Member means the Security Lead and each Person who will have a material role in providing security equipment or security services to the Facility or any Component thereof;

Security Team means the Security Prime Team Members and each other Person who will provide at least \$50,000 worth of security services or equipment to the Facility or any Component thereof on an annual basis;

Short-listed Respondents means the Respondents selected by this RFQ Process to be invited to participate as Proponents in the RFP Process, which is the next stage of the Competitive Selection Process;

Study has the meaning set forth in Section 2.5;

Submission Deadline means the time and date indicated in this RFQ's Summary of Key Information section;

Submission Location means the location identified in this RFQ's Summary of Key Information section;

Team Member with respect to a Respondent means each of the Respondent's Prime Team Members, each Key Individual, each member of its Construction Team, Design Team, Finance Team, OM Team, Security Team and Tolling Team, along with any other entity which has joined with the Respondent as part of its team as indicated in its Response;

Technical Information Package has the meaning set forth in Section 5.8(b);

Technical Information Sub-Packages has the meaning set forth in Section 5.8(b)

Timetable has the meaning set forth in Section 4.7;

Time Period has the meaning set forth in Appendix I;

Tolling Infrastructure means the tolling infrastructure and tolling collection system located on the Canadian side of the Bridge as part of the Canadian POE;

Tolling Lead means the Person who will take the lead role in the design of the Tolling Infrastructure and creation and management of the system (i) for integrating the toll collection system with other toll collection systems and (ii) for collecting and remitting tolls as required to WDBA;

Tolling Prime Team Members means the Tolling Lead and each other Person who will have a material role in the provision of tolling services with respect to the Project;

United States means the federal government of the United States of America and, where the context so requires, the country of the United States of America;

United States POE means the United States border services premises located on the US side of the Bridge, which will be operated by CBP and will carry out functions such as customs, immigration, border security, food inspection, and animal quarantine; and





US Coast Guard Bridge Permit has the meaning set forth in Section 3.1(b);

WDBA Party means Canada, any Affiliate of WDBA, the International Authority and any Michigan Party.

9. INTERPRETATION

- (a) The headings, captions, and formatting in this RFQ are inserted for convenience only and do not form a part of this RFQ and in no way define, limit, alter or enlarge the scope or meaning of any term of this RFQ.
- (b) If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form of such document, the electronic copy of the document in the custody and control of WDBA shall prevail.
- (c) Words importing the singular include the plural and vice versa and words importing a particular gender include all genders.
- (d) Time is of the essence of this RFQ.
- (e) Any reference in this RFQ to the Submission Deadline means the noted time to the second, even where seconds are not explicitly noted. For greater certainty, a submission deadline is as of the zero count in seconds of the noted time.
- (f) Any consent or waiver contemplated to be given by WDBA in connection with this RFQ or the RFQ Process must be in writing.
- (g) References containing terms such as “hereof”, “herein”, “hereto”, “thereof”, “therein”, “thereto” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this RFQ taken as a whole.
- (h) No member of the House of Commons of Canada or elected or appointed officials of Michigan will be admitted to any share of this agreement or to any benefit to arise therefrom.
- (i) Each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the main body of this RFQ.
- (j) A reference in this RFQ to a statute whether or not that statute has been defined, means a statute of Canada, Ontario, Michigan or the United States unless otherwise stated, and includes every amendment to it, every regulation made under it and any enactment passed in substitution thereof or in replacement of it.
- (k) In this RFQ, the words “including” and “includes”, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.
- (l) This RFQ shall be governed by, and construed in accordance with: the laws of Ontario and laws of Canada applicable therein; and, the applicable provisions of the Crossing Agreement.





- (m) Any legal proceeding with respect to the Competitive Selection Process, including this RFQ, shall be commenced in the federal or provincial courts in Ontario, which shall have exclusive jurisdiction to determine any such disputes. Each Respondent, by submitting a Response, hereby submits to the exclusive jurisdiction of such courts for the determination of any disputes.





APPENDIX A

CONFIDENTIALITY PROVISIONS

1. Interpretation

1.1 Definitions

In this Appendix A to this RFQ:

“Confidential Information” means information which:

- (a) is non-public, confidential or proprietary in nature and which relates to WDBA, a WDBA Party, the Project, this RFQ, the RFP or the Competitive Selection Process; and
- (b) is provided or made available before or after the date of this RFQ; and
- (c) is given orally or in writing to a member of the Respondent Group by WDBA, a WDBA Party or their Representatives or is gathered by inspection by a member of the Respondent Group, and regardless of whether it is specifically identified as “confidential”; or
- (d) is prepared by one or members of the Respondent Group and contains, or is based in whole or in part upon, any such information,

and includes all design, operational and financial information, analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information whether in hard copy, electronic or digital form or any other form, but does not include Unrestricted Information;

“Permitted Purposes” means, with respect to the use of Confidential Information, (i) reviewing this RFQ, (ii) evaluating the Project, (iii) preparing a Response, (iv) reviewing the RFP, (v) preparing a proposal pursuant to the RFP (vi) participating in the Competitive Selection Process and (vii) any other use of Confidential Information by a Respondent Party specifically permitted by this RFQ or the RFP;

“Recovery Purpose” has the meaning set forth in Section 8 of these Confidentiality Provisions;

“Respondent Group” means each of the Respondent, a Respondent Team Member and their respective Representatives;

“Respondent Party” means (i) the Respondent (ii) each Team Member (iii) each director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor of the Respondent and each Team Member, (iv) each Key Individual, (v) each other member of the Respondent or a Respondent Team Member (v) each other Person retained by the Respondent or a Respondent Team Member in connection with this RFQ, the Response or the Project; and

“Unrestricted Information” means information which might otherwise be Confidential Information but:

- (a) is or becomes generally available to the public, other than as a result of a disclosure in breach of these Confidentiality Provisions, although no Confidential Information shall be deemed to be public merely because it forms part of more general information that is public;





- (b) becomes available to a member of the Respondent Group on a non-confidential basis from a Person other than WDBA or a WDBA Party so long as that Person is not, to the knowledge (actual or constructive) of a member of the Respondent Group, bound by a confidentiality agreement or obligation with respect to the information or otherwise prohibited from transmitting the information to a member of the Respondent Group by a contractual, legal or fiduciary obligation;
- (c) the Respondent is able to demonstrate was known to it or another member of the Respondent Group on a non-confidential basis before it was disclosed to a member of the Respondent Group by WDBA or a WDBA Party; or
- (d) a member of the Respondent Group independently develops without the use of or reliance upon any Confidential Information.

1.2 Other Defined Terms

All capitalized terms not otherwise defined in this Appendix A have the respective meanings ascribed to them in the RFQ. Section 9 of this RFQ and for greater certainty, Section 7.19 of this RFQ, applies to the interpretation of these Confidentiality Provisions.

2. Confidentiality

The Respondent will keep all Confidential Information strictly confidential and will not without the prior written consent of WDBA, which may be withheld by WDBA, disclose, or allow any Respondent Party to disclose, in any manner whatsoever, in whole or in part, or use, or allow any Respondent Party to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Respondent will safeguard the Confidential Information from disclosure to any other Person, except as permitted by these Confidentiality Provisions and it shall and it shall cause each Respondent Party to, keep the Confidential Information confidential and be bound by the terms of these Confidentiality Provisions.

3. Ownership of Confidential Information

WDBA or the applicable WDBA Party owns all right, title and interest in the Confidential Information provided by it.

4. Limited Disclosure

The Respondent may disclose Confidential Information only to those Respondent Parties who need to know the Confidential Information for a Permitted Purpose and on the condition that each such Respondent Party agrees in writing to be bound by these Confidentiality Provisions. The Respondent will notify WDBA, on request, of the identity of each Respondent Party to whom any Confidential Information has been delivered or disclosed.

5. Obligations when Compelled to Disclose

If a Respondent Party becomes legally compelled (by law, rule, regulation, subpoena, civil investigative demand or similar process having force of law or under the rules of any securities exchange) (i) to disclose any Confidential Information or (ii) to make any public comment, statement or communication regarding this RFQ, the RFP, the Competitive Selection Process or the Project, the Respondent will promptly provide WDBA with particulars so that WDBA may seek a protective order or other appropriate remedy. Respondent shall consent to and assist WDBA in obtaining any protective order or other appropriate remedy that WDBA or a WDBA Party





may seek for the purpose of preventing disclosure of any Confidential Information to the public. If such protective order or other remedy is not obtained, or if WDBA waives compliance with these Confidentiality Provisions, the Respondent and each Respondent Party shall furnish only that portion of the Confidential Information which the Respondent is advised by written opinion of its counsel is legally required and the Respondent and each Respondent Party will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

6. Indemnity

The Respondent shall be liable for any breach of these Confidentiality Provisions by it or by any Person to whom it discloses Confidential Information. The Respondent shall indemnify WDBA and each WDBA Party, and save each of them fully harmless from and against any loss, cost, damage, expense or liability suffered or incurred by any of them arising as a result of or in connection with any breach by the Respondent or any Respondent Party of any provision of these Confidentiality Provisions. The Respondent acknowledges that WDBA acts as trustee for each WDBA Party with respect to all rights arising in favour of any of them under these Confidentiality Provisions and that WDBA has agreed to accept such trust and hold and enforce such rights on behalf of each such WDBA Party.

7. Destruction on Demand

On written request, the Respondent will promptly deliver to WDBA or destroy all documents and copies of Confidential Information in its or a Respondent Party's possession or control and the Respondent will confirm that delivery or destruction to WDBA in writing, all in accordance with the instructions of WDBA, provided, however, that the Respondent may retain:

- (a) one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority pursuant to Applicable Law;
- (b) all internal management or board presentations and related materials prepared by it or a Respondent Party containing or based on Confidential Information; and
- (c) one copy of the Confidential Information in a secure location solely for the purpose of identifying the obligations of the Respondent and defending against any claim or allegation that the Respondent or any Respondent Party has breached these Confidentiality Provisions.

8. Electronic Retention

Notwithstanding Section 7 of these Confidentiality Provisions, if electronic records containing Information are retained by the Respondent or any Respondent Party for the purposes of backup, recovery, contingency planning or business continuity planning (any such purpose, a "**Recovery Purpose**") or are otherwise not accessible in the ordinary course of business, such records, to the extent not otherwise permanently deleted or overwritten in the ordinary course of business, may be retained by the Respondent or such Respondent Party but shall not be accessed except as required for any Recovery Purpose. If any such records are restored or otherwise made accessible, they will be promptly and permanently deleted.

9. Acknowledgment of Irreparable Harm

The Respondent acknowledges and agrees that the Confidential Information is proprietary and confidential and that WDBA and other WDBA Parties may be irreparably harmed if any provision of these Confidentiality Provisions is not complied with by the Respondent or a Respondent Party and that any such harm could not





be compensated reasonably or adequately in damages. The Respondent further acknowledges and agrees that WDBA will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of these Confidentiality Provisions by the Respondent or a Respondent Party, 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 WDBA may be entitled at law or in equity.

10. Waiver

No failure to exercise, and no delay in exercising, any right or remedy under these Confidentiality Provisions by WDBA will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of these Confidentiality Provisions will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

11. Severability

If any portion of these Confidentiality Provisions 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.

12. Survival

These Confidentiality Provisions shall survive any termination or completion of the Competitive Selection Process.

13. Successors and Assigns

These Confidentiality Provisions shall enure to the benefit of WDBA and each WDBA Party and their respective successors and assigns and shall be binding upon the Respondent and its successors and assigns.





APPENDIX B

RESPONSE SUBMISSION REQUIREMENTS

INSTRUCTIONS TO RESPONDENTS

1. INTRODUCTION

- (a) The Response Submission Requirements for the Technical Information Package and the Financial Information Package are set out in Table 1 (Technical Information) and Table 2 (Financial Information) in this Appendix B.
- (b) Each Respondent should prepare its Technical Information Package and its Financial Information Package by providing the information set out in Tables 1 and 2 in the order listed in the applicable Table and using the section references set out in the Tables. If any answer to a question in Table 1 or 2 is “Nil” or “Not applicable”, please indicate this accordingly.
- (c) Respondents should submit their Responses in 11 point font (which may be single spaced), double-sided, and on 8.5”x11” page size, with copies in detachable binder format, organized and numbered according to the categories and sub-categories in these Response Submission Requirements.
- (d) Page limits and other limits, if applicable, are indicated at the end of Table 1 and Table 2. Page limits and other limits are maximum limits and do not need to be reached for each item indicated, but should not be exceeded. The evaluation teams will not review or score pages or other materials in excess of the maximum limits specified for such item.
- (e) Where project examples or resumes of Key Individuals are required for a Team Member, the page number specified for such examples or resumes is a maximum number of pages. This maximum number of pages is a total number for the relevant Team Member, regardless of whether the Team Member is a joint venture or otherwise comprised of more than one Person.

2. GENERAL GUIDELINES AND INSTRUCTIONS WITH RESPECT TO THE RESPONSE SUBMISSION REQUIREMENTS

- (a) The objective of a Response is to assist WDBA in choosing the most qualified Short-listed Respondents. Subject to the requirements of this RFQ, each Respondent should endeavor to present such experience, approach, and other information required as will assist WDBA to distinguish between the qualifications of the Respondents so as to achieve such objective. Respondents should demonstrate how the experience, approach, or other information provided in respect of the Respondent, its Prime Team Members, and Key Individuals, is relevant to the particular challenges and opportunities of this Project as understood by the Respondent.
- (b) In evaluating each Response, WDBA intends to score more favourably Responses which demonstrate how the Respondent’s particular approach applies and responds to the particular challenges and opportunities of the Project.
- (c) In selecting which projects to submit as examples to demonstrate experience, Respondents are advised to submit experience in projects for the Respondent, its Prime Team Members and its





- Key Individuals, that are comparable to the Project. For the purposes of this RFQ, “comparable” experience is experience on projects of a similar scale, size, complexity and scope to the Project, such as projects which are cross-border, long span bridge related, major highway related, building related, toll related, which require significant quantities and movement of material, which involve a high degree of security, require engagement with a large number of stakeholders or which have a high public profile and visibility.
- (d) With respect to project experience, a Respondent should clearly identify any limits on the scope of a project, or the work or services performed by the Respondent, a Team Member, or a Key Individual where such the Respondent, Team Member or Key Individual was not responsible for the entire project, work or services described.
 - (e) As a general rule, WDBA intends to score the submitted project experience of Respondents more favourably if the project experience cited is for a project which,
 - (i) is advanced in terms of level of completeness or has been completed;
 - (ii) more recent;
 - (iii) the applicable Respondent, Team Member or Key Individual played a significant role or had a significant level of involvement; and
 - (iv) is/was on time and on budget based on the original budget and schedule at the time of closing of the procurement.
 - (f) With respect to project experience requested in the Technical Submission Requirements, except where a narrative description is explicitly requested, Respondents are advised to submit project experience of their Team Members and Key Individuals using the appropriate Project Experience Forms set out in Appendix C.
 - (g) Projects may be referenced in response to more than one Response Submission Requirement. However, Respondents should complete one Project Experience Form for each reference to a project (even if the project is referred to more than once) and not cross-reference projects referred to in answers to other sections. For example, if a project is referenced in a Respondent’s response to Section 2.1 and the Respondent intends to use the same project in its response to Section 3.1, the Respondent shall complete a separate Project Experience Form for each of Section 2.1 and Section 3.1.
 - (h) For the purposes of Submission Requirements set out in Table 1 - Section 4 - Operation and Maintenance, references to “full scope management” of buildings and facilities includes the following categories of services:
 - (i) general management;
 - (ii) lifecycle replacement and refurbishment;
 - (iii) help desk;
 - (iv) utilities management, including plant maintenance and operations;





- (v) environmental and sustainability;
 - (vi) emergency management;
 - (vii) janitorial;
 - (viii) roads and grounds maintenance;
 - (ix) waste management and recycling;
 - (x) and
 - (xi) security and surveillance.
- (i) Disputes relating to any P3 projects or matters involving the procurement or delivery of design, construction, operation, environmental management or maintenance services, including but not limited to Canada or Michigan, must be disclosed in relation to the applicable Response Submission Requirements and may be evaluated.
- (j) If a Prime Team Member intends to include parent company information in response to the Response Submission Requirements set out in Table 2 - Financial Information, a letters of support from the parent company, a detailed description of the legal relationship with the parent company and the parent company's financial information in response to the applicable Response Submission Requirements should be provided.
- (k) WDBA intends to base its evaluation of Responses to the Response Submission Requirements in Table 1 on the scale set out after the Table 1. WDBA intends to use a comparable scale with the necessary modifications for evaluation of Responses to the Response Submission Requirements in Table 2.
- (l) It is the intention of WDBA not to award any points in relation to any Evaluation Criteria for prior experience relating to the Project.
- (m) For each submission requirement, unless otherwise indicated, Respondents should provide sufficient relevant information to address each type of Component comprising the Facility (the Bridge, the Michigan Interchange and the Canadian POE/United States POE).
- (n) Where resumes are requested, they are to be submitted using Form C-7 and limited to a maximum of 3 pages for each individual.

NOTE: Respondents should refer to RFQ Section 5.8 for submission instructions.





TABLE 1-TECHNICAL INFORMATION

Submission Requirements	
1.	RESPONDENT TEAM - TECHNICAL INFORMATION SUB-PACKAGE A
1.1	Respondent Team and Approach to Partnering
	<p>1.1.1 <i>Respondent team composition and structure:</i></p> <p>(a) Describe Respondent’s proposed team structure, including a brief description of all Team Members and Key Individuals, including identification of all relevant teams (design, construction, operation and maintenance, tolling, security and finance) and organizational structure;</p> <p>(b) Provide an organization chart which includes the Project Developer and each Prime Team Member which shows clearly defined decision making bodies and responsibilities, and Team Members’ roles and responsibilities for key functions for each Component of the Facility. The organization chart should describe the proposed contractual relationships within the Respondent Team, and should reflect how these relationships may change during the design, construction, and operating phases. If appropriate, provide an organization chart for each phase or Component of the Facility;</p> <p>(c) To the extent the Respondent has a separate team for each part of the Project, ensure that the team structure for each part is fully described in the response to this Section 1.1 and provide an organization chart for that part;</p> <p>(d) Provide a project organization chart, at the individual level, showing the reporting relationships between, and authority of, the Key Individuals and other individuals that will report to them to indicate the proposed approach/management structure for the Project. If appropriate, provide an organization chart for each phase of the Project. Names are only required for Key Individuals at this time;</p> <p>(e) Briefly describe the business of Project Developer and each Prime Team Member and provide details of (i) any changes in ownership within the past 5 years and (ii) any significant pending developments which are in the public domain such as take-over bids, changes in financial structure or ownership and the like;</p> <p>(f) Describe allocation of roles and responsibilities among the Respondent’s proposed team for the Project and each Component of the Facility:</p> <ul style="list-style-type: none"> (i) an identified leader for each stage (procurement, implementation and maintenance) of the Project and each Component with clear decision-making authority covering all types of anticipated decisions; (ii) approach to ensuring availability of an adequately trained workforce sufficient to meeting the needs of the Project and each Component; and (iii) measures that have been implemented to ensure continuity of personnel through each phase of the Competitive Selection Process and each phase of the Project.





1.1.2 Respondent's approach to partnering	
Please describe:	
(a)	the interface arrangements between the Respondent's proposed Team Members, methodology for team management and mechanism for dispute resolution;
(b)	the approach to risk allocation between the Team Members at all stages of the Project and with respect to its various Components including stranded risks at the Project Co level (e.g. risks other than those passed down to the constructors or operators or other team members);
(c)	the approach to ensuring suitable and effective risk management of the Project;
(d)	the approach to communication and coordination among proposed Team Members and with WDBA and WDBA Parties;
(e)	the essential elements of and approach to developing a successful long- term partnership with WDBA including the extent to which such approach is based on past approaches, prior experiences, lessons learned and/or best practices and the relevance to the Project;
(f)	experience in communication and issue resolution strategies that build effective partnering relationships; and
(g)	the approach to ensuring suitable and effective integration of the Design Prime Team Member, Construction Prime Team Member, OM Prime Team Member, Security Prime Team Member and Tolling Prime Team Member functions with respect to each part of the Project. Describe interface between these Prime Team Members, including prior experiences and/or best practices.
1.1.3 Previous experience working as a team	
(a)	Describe prior collaboration between proposed Team Members including identification of the project, roles and delivery model with reference, as applicable, to the project examples, Key Individuals and relationships provided pursuant to paragraphs (b), (c) and (d) below.
(b)	Using Form C-1 set out in Appendix C, provide three project examples showing the Project Developer's development capability and experience relevant to the nature and scope of the Project and its various parts.
(c)	Using form C-4 set out in Appendix C, provide detailed project information for at least three Key Individuals from the Project Developer, including overall experience and any specific experience relevant to the nature and scope of the Project (DBFOM experience, project management experience, construction, etc.).
(d)	Submit a matrix cross-referencing all Key Individuals submitted in response to the Submission Requirements set out in Section 1.1.1(a) of Table 1 –Technical Information against all projects referred to in response to Section 1.1.3(c) of Table 1 - Technical Information.
1.1.4 Respondent's Approach to Community Benefits	
Describe previous experience in the development and execution of community benefits plans and consultations addressing environmental, economic, social and other residential, occupational and community impacts and concerns, with an emphasis on the outcomes of such plans	
1.1.5 Respondent's Approach to Engagement with Indigenous Peoples	
Describe previous experience regarding engagement with indigenous peoples addressing issues such as employment, outreach, community knowledge, history and culture.	
1.1.6 Understanding of Project and Project Delivery	
Describe what makes the Respondent Team best qualified to deliver the Project. Include a brief description of the team's overall understanding of the Project and how it will effectively deal with the multidisciplinary approach and coordination required.	





1.1.7 <i>Uniqueness/Challenges</i>
<p>Explain how this Project is unique from others, including the challenges that the Respondent Team will likely encounter in implementing the Project, and how the Respondent is best equipped to deal with the unique characteristics and challenges of the Project based on past experience and expertise.</p> <p>Explain how the Respondent proposes to achieve the Project's Goals and Objectives as set out in Section 2.6 and describe the Respondent's understanding of the key role that the Facility will play in the conduct and promotion of efficient trade between Canada and the US.</p> <p>Explain how the Respondent proposes to develop a partnership relationship both within their respective teams and with WDBA.</p> <p>Explain the Respondent's understanding of the signature nature of the Project for both Canada and the US</p>
2. DESIGN - TECHNICAL INFORMATION SUB-PACKAGE B
2.1 Design Team- Approach and Experience
2.1.1 <i>Design Approach</i>
<p>Provide details on each of the following items:</p> <ul style="list-style-type: none"> (a) how the design team for the Facility and each Component will: <ul style="list-style-type: none"> (i) be organized and managed to function as an integrated, seamless team; (ii) be integrated and coordinated with the other Team Members and WDBA; and (iii) work with WDBA and its advisors; (b) experience in designing long span bridges including long span bridges of spans greater than or equal to 300m which have been completed. (In addition to being scored, this response will be used to determine whether the Respondent meets paragraph (a) of the Mandatory Requirements.); (c) design philosophy regarding the aesthetics of bridges and buildings and experience in signature design projects such as this one; (d) design team's approach to value engineering and in minimizing overall capital and life cycle costs of the Facility and each Component; (e) design team's approach to ensuring compliance with and implementation of the ROD/EA commitments and EA Conditions; (f) experience and expertise in designing to the requirements and standards of multiple jurisdictions; (g) experience with the design requirements of MDOT's design-build requirements; (h) approach and experience with the certification and licensing requirements of multiple jurisdictions; (i) approach to design quality control and quality assurance and approach to attaining a high quality maintenance and rehabilitation strategy; (j) design approach where significant excavation and fill requirements are involved; (k) how the design team will approach sustainable design and how it will effectively balance cost premiums with operational savings; (l) the design team's overall design philosophy for significant public infrastructure, including philosophy for border security and transport including safety and sustainability, and working with inspection agencies; (m) approach to incorporate regular bridge inspection requirements into the design of the structure; (n) design philosophy with respect to customs plaza and custom facilities design; and (o) approach to and experience in obtaining errors and omission insurance.





<p>2.1.2 Design Experience - Prime Team Members</p>
<p>Using Form C-2 set out in Appendix C, submit two projects for each Design Prime Team Member (Maximum 8 projects). In this context, a project does not have to relate to a specific Component, (i.e. not required to submit 2 bridge projects, 2 building projects, etc.). Overall the projects should demonstrate expertise in the design of structures comparable to each Component of the Facility.</p>
<p>2.1.3 Design Experience - Key Individuals</p>
<p>Using Form C-7 set out in Appendix C only, provide resumes (indicating overall experience and any specific experience relevant to the nature and scope of the Project) for no more than 10 Key Individuals in total for the Design Prime Team Members. If applicable, reference each Key Individual's role in the submitted projects. Key Individual(s) shall include those who will be:</p> <ul style="list-style-type: none"> (a) leading and managing the design team as a whole during the RFP Process and during project implementation; and (b) leading key disciplines such as: <ul style="list-style-type: none"> (i) Environmental (human and natural); (ii) Highway/Geometric Design; (iii) Structural Design (including bridges and buildings); and (iv) Geotechnical. <p>Include relevant past project experience, P3 experience, roles and responsibilities for each Key Individual.</p>
<p>2.1.4 Design Experience with FHWA's Federal Aid Highway Program</p>
<p>Describe the Respondent's design experience relating to compliance with FHWA's Federal Aid Highway Program. (In addition to being scored, this response will be used to determine whether the Respondent meets paragraph (b) of the Mandatory Requirements.)</p>
<p>3. CONSTRUCTION - TECHNICAL INFORMATION SUB-PACKAGE C</p>
<p>3.1 Construction Team - Approach and Experience</p>
<p>3.1.1 Construction - General</p>
<ul style="list-style-type: none"> (a) Describe the Construction Team's approach to the following aspects of construction planning and execution of each Component of the Facility, highlighting subject matter expertise and relevant knowledge for developing cost effective, practical, and sustainable solutions, including: <ul style="list-style-type: none"> (i) project management; (ii) subcontractor management; (iii) scope, schedule and cost control; (iv) compliance with regulatory agencies; (v) experience in a multi-disciplinary construction environment; and (vi) quality assurance program.





3.1.2 Construction - Specific

Provide details on each of the following items:

- (a) the Key Individuals (up to 10) proposed to manage the construction process for each Component of the Facility;
- (b) how the Construction Team for the Facility and each Component will:
 - (i) be organized and managed to function as an integrated, seamless team;
 - (ii) be integrated and coordinated with the other Team Members and WDBA; and
 - (iii) work with WDBA and its advisors;
- (c) approach to fast-tracking the Project schedule, including methods of construction that could yield time savings;
- (d) approach to significant excavations and fill sourcing;
- (e) approach to traffic management;
- (f) approach to sequencing, scheduling and logistics of managing large volumes of natural and manufactured materials, including relationship with key suppliers for equipment and material;
- (g) approach to and experience administering sub-contracts and making timely payments to sub-contractors;
- (h) approach to implementing an effective quality assurance program for the Project;
- (i) approach to the construction of a major cross border facility;
- (j) approach to and experience in liaising with municipalities, utility companies, government agencies and other stakeholders as required;
- (k) approach to and experience maintaining a high standard of workplace and work zone safety;
- (l) approach to monitoring of ROD/EA commitments and EA conditions of approval during construction (compliance monitoring) including appropriate submission timing;
- (m) approach to educating construction staff in archaeological finds during construction;
- (n) approach to managing the Project in the context of the relevant Prime Team Members' committed and potential construction projects;
- (o) approach to and experience in building construction;
- (p) experience in constructing long span bridges including long span bridges of spans greater than or equal to 300m. **(In addition to being scored, this response will be used to determine whether the Respondent meets paragraph (a) of the Mandatory Requirements.);**
- (q) approach to bridge fabrication/erection generally; and
- (r) approach to and experience in obtaining liability insurance.





3.1.3 <i>Construction - Experience</i>	
(a)	Using Form C-3 set out in Appendix C, submit two projects for each Prime Construction Team Member (maximum 8 projects) demonstrating the Construction Team's successful project implementation of approach with respect to projects similar to each Component of the Facility, presented in narrative in response to Section 3.1.1(a) identifying outcomes related to each Component, if applicable, and value delivered to the client.
(b)	Using Form C-7 set out in Appendix C only, for up to 10 Key Individuals forming part of the Construction Team, provide resumes (indicating overall experience and any specific experience relevant to the nature and scope of the Facility and each Component and the function to be performed) with respect to who will: <ul style="list-style-type: none"> (i) coordinate the Construction Team as a whole; and (ii) be the individual responsible for a key construction management role for the Facility and each of its Components; and
(c)	For each Key Individual, provide a listing of current projects with the general contractor(s) and provide details including percentage complete, planned completion date, and strategy for transitioning such Key Individual from that project to the Project or one of the Components of the Facility.
3.1.4 <i>Construction Team Members' Local Knowledge</i>	
Delivery of Construction	
(a)	Provide a narrative description of the Construction Team's past relevant experience within the Province of Ontario and/or the State of Michigan (or comparable) with the following (providing at least 3 project specific examples using Form C-3 in the aggregate for all the Response Submission Requirements below): <ul style="list-style-type: none"> (i) addressing unique regional risks or site specific risks such as: <ul style="list-style-type: none"> (A) municipal approvals and other stakeholder consultation; (B) site issues such as Endangered Species, archeological discoveries, and contamination; (C) local authorities such as gas, hydro, and other utilities (local, provincial); and (D) MDOT construction requirements; (ii) addressing the concerns of other authorities having jurisdiction (federal, state, provincial and municipal) with specific emphasis on high voltage tower lines, large diameter sewage/ wastewater plants and facilities and facilities which cross or serve multiple jurisdictions; and, (iii) experience in working in wet and suboptimal soil conditions necessitating the use of fill.
(b)	Provide a narrative description of the planned approach to mitigate risks, concerns and issues similar to those described in 3.1.4 (a) above to the extent anticipated for the construction of the Project.





Resourcing the Project	
(c)	Provide a narrative description of the Construction Team’s past relevant experience preferably within the Province of Ontario and the State of Michigan (or comparable) in securing resourcing with a focus on the following constraints with the following activities (providing at least 3 project specific examples using Form C-3 in the aggregate for all Response Submission Requirements below): <ul style="list-style-type: none"> (i) trade agreements and any restrictions; (ii) movement of personnel, equipment and materials back and forth across the border (including any associated legal and taxation requirements); (iii) union agreements and any restrictions; and (iv) market capacity and local capacity.
(d)	Provide a narrative description of the planned approach to mitigate similar constraints to those described in 3.1.4 (c) above to the extent they are anticipated for the construction of the Facility and its various Components.
Local Codes and Standards	
(e)	Provide a narrative description of the Construction Team’s past relevant experience within the Province of Ontario and/or the State of Michigan (or comparable) with the relevant legislation, regulations, codes and standards, and requirements of the specific authorities having jurisdiction, etc. (providing at least three project specific examples using Form C-3);
(f)	Highlight experience and successful strategies in managing inspectors, local authorities having jurisdiction etc.
(g)	Provide a narrative description of the planned approach to mitigate similar risks anticipated for the construction of the Facility and its Components.
Health and Safety Record	
(h)	Provide a narrative description of the Construction Team’s past relevant experience within the Province of Ontario and the State of Michigan (or comparable) in administering health & safety programs in those jurisdictions.
(i)	Identify the key features of the proposed safety programs such as: <ul style="list-style-type: none"> (i) joint safety analysis; (ii) site specific safety manuals; (iii) identification of best practices; (iv) audit processes employed (internal and external).
(j)	Provide a narrative description planned approach to administer health & safety on the Project and each of its various parts, highlighting any site specific risks.
Environmental	
(k)	Provide a narrative description of the Construction Team’s past relevant experience within Canada, the Province of Ontario, the US and/or the State of Michigan (or comparable) with laws, regulations, codes and standards of the specific authorities having jurisdiction and the development of any programs to address any potential or actual, human or natural, environmental risks.
3.1.5 Construction Experience with FHWA’s Federal Aid Highway Program	
Describe the Respondent’s construction experience relating to compliance with FHWA’s Federal Aid Highway Program. (In addition to being scored, this response will be used to determine whether the Respondent meets paragraph (c) of the Mandatory Requirements.)	





4.	OPERATION AND MAINTENANCE - TECHNICAL INFORMATION SUB-PACKAGE D
4.1	OM Team Approach and Experience
	<i>4.1.1 Operation and Maintenance Approach</i>
<p>Provide details on each of the following items:</p> <ul style="list-style-type: none"> (a) how the maintenance and rehabilitation responsibilities, will be integrated and coordinated with the other Team Members and WDBA; (b) how each Component of the Facility will be operated, managed and maintained and the roles and responsibilities of the relevant Prime Team Members and Key Individuals (include organization structure); (c) approach to maintaining and rehabilitating the infrastructure, specifically bridge structure, plaza and border facility buildings, to minimize total Project cost while ensuring the infrastructure meets Project requirements and WDBA's performance standards; (d) bridge inspection requirements; (e) experience and expertise in managing buildings in a sustainable manner such as BOMA GOGreen Plus, LEED (O&M) or equivalent; (f) approach to ensuring the suitable and effective management of the interface between maintenance and rehabilitation management services and any related management services that may be delivered by others; (g) approach to developing asset management strategies and plans to ensure end of term handback standards are met, including providing a continuity of quality service management (e.g. succession planning) over the length of the contract; (h) approach to developing monitoring programs and incident response plans; (i) approach to developing ROD/EA Process conditions of approval compliance monitoring program and reporting requirements; (j) approach to managing the Facility and its Components in the context of the OM Prime Team Members' other maintenance and rehabilitation management contracts currently underway or planned; (k) approach to health and safety at the workplace; (l) approach to managing a unionized labour force in both Ontario and Michigan; and (m) policies, practices and procedures for the hiring, training and supervision of staff, including training and supervision on health and safety matters. 	





<p>4.1.2 <i>Operation and Maintenance Background</i></p>	
<p>(a)</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p> <p>(b)</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p> <p>(iv)</p> <p>(v)</p> <p>(c)</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p>	<p>Describe each OM Prime Team Member(s) current portfolio, scope, client base, facility types, geography/climate conditions and staffing, including:</p> <p>scope of services (list service categories and percentage of portfolio that services are provided for;</p> <p>portfolio size (including number of facilities and square footage)- International/ National/ Provincial/ Local</p> <p>staffing (management/ admin / technical) -International/ National/ Provincial/ State/ Local; and portfolio type mix (i.e. highway, hospital, school, office, retail, industrial, etc.).</p> <p>Describe each relevant OM Prime Team Member's experience and approach to maintenance, repair, and life cycle replacement of all Components of the Facility. Specific activities will include:</p> <p>traffic management and road safety;</p> <p>tolling;</p> <p>security;</p> <p>health and safety management of workforce;</p> <p>incorporating innovation in a project that led to added value and a sharing of benefits; and environmental management in accordance with ROD/EA commitments and condition of approval including compliance monitoring and other sustainability features.</p> <p>Describe each OM Prime Team Member(s) ability to serve a facility located in Windsor and Detroit and describe each OM Prime Team Member(s) plan to provide operations and maintenance services in those cities on an integrated basis, including:</p> <p>staffing (management, admin and technical);</p> <p>subcontractors; and</p> <p>emergency response 24 hours/day.</p>
<p>4.1.3 <i>Lifecycle / Project Management</i></p>	
<p>(a)</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p> <p>(iv)</p> <p>and</p> <p>(v)</p>	<p>Describe each OM Prime Team Member(s) current experience and approach to capital lifecycle renewal plans and the delivery of related projects, including:</p> <p>tools and approaches to developing and updating annual and multi-year capital plans;</p> <p>tools and approaches to manage projects;</p> <p>staff and resources dedicated to projects;</p> <p>approach to providing a continuity of quality service management over the length of the contract (e.g. succession planning over a long-term 30-year contract);</p> <p>and</p> <p>three specific large facility renewal project examples.</p>
<p>4.1.4 <i>Energy Management</i></p>	
<p>(a)</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p>	<p>Describe each OM Prime Team Member(s) experience and capability to monitor, analyze and manage energy consumption, including:</p> <p>resources for managing energy;</p> <p>tools and approaches to minimize consumption; and</p> <p>examples of energy management initiatives implemented in facilities with similar characteristics as the Project and the results of those initiatives.</p>





4.2 OM Team Qualifications
4.2.1 <i>OM Prime Team Members' Experience</i>
Using Form C-4 set out in Appendix C, submit 2 projects for each OM Prime Team Member responsible for the Facility or a Component (maximum 8 projects) demonstrating the OM Team's successful implementation of approach presented in narrative in response to Section 4.1.1(a) identifying outcomes related to each aspect, if applicable, and value delivered to the client.
4.2.2 <i>Key Individuals Experience</i>
Using Form C-7 set forth in Appendix C only:
(a) provide resumes for up to 8 Key Individuals (indicating overall experience and any specific experience relevant to the nature and scope of the Project and the function to be performed) for the Key Individual(s) who will coordinate the OM Team as a whole and who will coordinate those responsible for each Component of the Facility; and
(b) for each Key Individual, provide a listing of current projects and provide details including percentage complete, planned completion date, and strategy for transitioning such Key Individual from that project to this Project.
5. TOLLING - TECHNICAL INFORMATION SUB-PACKAGE E
5.1 Tolling Infrastructure
5.1.1 <i>Design and Construction Experience</i>
(a) Describe Respondent's experience in the design, construction, installation and commissioning of a barrier and electronic toll collection system for roads and bridges and Intelligent Transportation Systems; and
(b) Using Form C-5, provide 3 examples of Respondent projects involving the design, construction, installation and commissioning of a such a toll collection system for roads or bridges and intelligent transportation systems.
5.1.2 <i>Toll Collection Systems - Operation and Maintenance</i>
(a) Describe Respondent's experience and expertise in:
(i) launching and promoting new toll collection systems;
(ii) managing day to day toll collection systems;
(iii) processing of toll payments and associated financial reconciliation and auditing services;
(iv) providing customer services for toll collection operations;
(v) supporting/implementing the establishment and operation of revenue recovery/violation processing services;
(vi) coordinating new toll collection systems with other toll collection systems operating in Canada and the US; and
(vii) operation of a toll loyalty program and system.
(b) Describe Respondent's experience and expertise in maintenance of toll collection systems including experience with ad hoc emergency maintenance as well as regularly scheduled maintenance.
(c) Describe Respondent's ability to effectively and consistently resource the management, operation and maintenance of the toll collection system throughout the term of the Project Agreement so as to provide consistent service delivery.
(d) Describe Respondent's experience and expertise in the management, maintenance and operation of Intelligent Transportation Systems.





Page Limits for Submission Requirements in Table 1

Technical Evaluation Category	Maximum Pages
1. Respondent Team	
1.1 Respondent Team and Approach to Partnering	43 Pages
1.1.1 Respondent Team Composition and Structure	
1.1.2 Respondent's Approach to Partnering	
1.1.3 Previous Experience Working as a Team	
1.1.4 Respondent's Approach to Community Benefits	
1.1.4 Respondent's Approach to Engagement with Indigenous Peoples	
1.1.6 Understanding of the Project and Project Delivery	
1.1.6 Uniqueness / Challenges	
2. Design	
2.1 Design Team – Approach and Experience	26 Pages
2.1.1 Design Approach	
2.1.2 Design Experience – Prime Team Members	
2.1.3 Design Experience – Key Individuals	Resumes not included in page count *
2.1.4 Design Experience with FHWA's Federal Aid Highway Program	
3. Construction	
3.1 Construction Team – Approach and Experience	44 Pages
3.1.1 Construction - General	
3.1.2 Construction - Specific	
3.1.3 Construction Experience	Resumes not included in page count *
3.1.4 Construction Team Members' Local Knowledge	
3.1.5 Construction Experience with FHWA's Federal Aid Highway Program	
4. Operation and Maintenance	
4.1 OM Team - Approach and Experience	29 Pages
4.1.1 Operation and Maintenance Approach	
4.1.2 Operation and Maintenance Background	
4.1.3 Lifecycle / Project Management	
4.1.4 Energy Management	
4.2 OM Team Qualifications	16 Pages
4.2.1 OM Prime Team Members' Experience	
4.2.2 Key Individuals Experience	Resumes not included in page count *
5. Tolling	
5.1 Tolling Infrastructure	18 Pages
5.1.1 Design and Construction Experience	
5.1.2 Toll Collection Systems – Operations and Maintenance	
Total Technical	176

* Resumes are to be submitted using Form C-7 and limited to a maximum of 3 pages for each individual.





TABLE 2 FINANCIAL AND FINANCING INFORMATION

Submission Requirements

1. CAPACITY AND EXPERIENCE

1.1 Financial Capacity

1.1.1 *Evidence of Financial Capacity*

- (a) Except as otherwise indicated in this Section 1.1, for each Prime Team Member who (i) has, is expected to have, or will have an equity interest of at least ten percent in Project Co; (ii) the Construction Prime Team Member; or (iii) OM Prime Team Members (“**Financial Disclosure Entities**”), submit the following:
- (i) Copies of audited financial statements for each of the last three years;
 - (ii) Copies of interim financial statements for each quarter (or other interval for which interim statements are prepared) since the most recent year for which audited statements are provided;
 - (iii) Details of any material off balance sheet financial arrangements currently in place;
 - (iv) Bank references (or alternatively, in the case of the Financing Prime Team Member, alternative information that will fully satisfy the WDBA of the financial capability of such Prime Team Member to lead and carry out the Respondent’s plan for financing the Project), which should be letters from the bank setting out the length of banking relationship, types and amounts of credit facilities and credit history with the bank;
 - (v) Credit rating information, if available;
 - (vi) Details of any material events that may affect the entity’s financial standing since the last annual or interim financial statement provided;
 - (vii) Details of any bankruptcy, insolvency, company creditor arrangement or other major litigation (in excess of \$100 million) or insolvency proceeding in the last ten (10) financial years, plus the current year;
 - (viii) For each Construction Prime Team Member, its bonding capacity and a letter of reference from a bonding company whose bonds are acceptable to Canada as identified in Treasury Board Appendix L (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>);
 - (ix) For each Construction Prime Team Member, all known or committed participation in construction projects to occur over the next five (5) years greater than \$500 million, addressing the impact on its ability to participate in the Project;
 - (x) To the extent not provided above, any additional information required to demonstrate the ability of the Respondent to satisfy Section 1(b) of Schedule “B” of the Crossing Agreement; and
 - (xi) Additional financial information, if any, that in the Respondent’s view will demonstrate to the WDBA that the Financial Disclosure Entities have sufficient financial standing, capacity and resources to carry out their respective roles on the Project.
- (b) Respondents are directed to Section 7.3 of the RFQ relating to the safeguarding of confidential information. Respondents who, in addition, wish to submit a non-disclosure agreement related to their audited financial statements must enclose the financial statement in a sealed package with the non-disclosure agreement attached to the outside. In its sole discretion, WDBA shall determine and advise the Respondents within fifteen (15) days of the Submission Deadline, whether the non-disclosure agreement is acceptable or not to WDBA. If a fully acceptable non-disclosure agreement to WDBA, acting in its sole discretion, cannot be agreed within thirty (30) days of the Submission Deadline, the Respondent may be Disqualified from the RFQ Process.

Note: As stated in Section 5.3 of the RFQ, financial statements and other documents originally published using other currencies are not required to be in Canadian dollars.





1.1.2 Financial Capacity

- (a) With reference to the information provided in Section 1.1.1, above, describe:
- (i) The Respondents' capacity to fund no less than \$300 million of Equity. **(In addition to being scored, this response will be used to determine whether the Respondent meets paragraph (d) of the Mandatory Requirements.);**
 - (ii) Each Construction Prime Team Member's capacity to undertake its proposed role and project obligations (e.g. discuss net and total asset size relative to Project scope, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties); and
 - (iii) Each OM Prime Team Member's capacity to undertake its proposed role and project obligations (e.g. discuss credit rating, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties).

1.2 Experience

1.2.1 Financial Experience - Prime Team Members

For a maximum of three individuals per Financing Team Member, submit a completed form C-6 for Financing Team Member identified in the "Financial Capacity" section.

It is recommended that Respondents describe their experience in the arranging of project financing for P3 or private projects of similar or larger magnitude.

If other types of financing experience are provided in the Response, it is recommended that their pertinence to the Project be explained.

1.2.2 Financial Experience - Key Individuals

Using Form C-7, submit information for a maximum of three Key Individuals per Financing Team Member who will be the leads for each member of the Financing Team.

It is recommended that members of the Financing Team describe their experience in the arranging of project financing for P3 or private projects of similar or larger magnitude.

If other types of experience are provided in the Response, it is recommended that their pertinence to the Project be explained.

2. APPROACH

2.1 Financing Approach

2.1.1 Financing Team's proposed approach for financing of the Project

Describe the Financing Team's proposed approach for financing of the Project. The proposed approach should highlight anticipated Project-specific financing risks and challenges and describe how they will be mitigated. Provide WDBA with an understanding of the Respondent's planned approach to the following:

- (a) management, organization, innovation, and coordination of the Financing Team;
- (b) anticipated financing structure and rationale;
- (c) sourcing the required Equity funding, identify all anticipated Equity capital funders (for example banks, insurance companies, pension funds, private Equity funds, construction companies and facilities management providers) and their anticipated involvement (approximate in percentage terms);
- (d) the anticipated debt financiers (for example, banks, life insurance companies, pension funds) and their proposed involvement (approximate in percentage terms);
- (e) any specifically contemplated innovative approaches to financing of the Project;
- (f) any specifically contemplated alternatives to the Respondent's financing plan;





- (g) obtaining of approvals and commitments for financing the Project;
- (h) other areas/topics that, in the opinion of the Respondent, is important for the operations, maintenance, and renewal of the Project;
- (i) any potential role of a financial advisor in arranging financing and their intended approach to achieving Financial Close; and
- (j) Intended approach to securing performance levels during construction and the operations and maintenance period to meet the requirements of the Project lenders and the WDBA including preliminary analysis of the ability of other Team Members to provide reasonable and adequate security in various forms including Letters of Credit, surety bonds, etc.

Page Limits for Submission Requirements in Table 2

Financial Evaluation Category	Maximum Pages
1. Capacity and Experience	
1.1 Financial Capacity	
1.1.1 Evidence of Financial Capacity	N/A
1.1.2 Financial Capacity	9 Pages
1.2 Experience	
1.2.1 Financial Experience – Prime Team Members	Resumes not included in page count
1.2.2 Financial Experience – Key Individuals	Resumes not included in page count
2. Approach	
2.1 Financing Approach	
2.1.1 Financing Team’s Proposed Approach for Financing of the Project	9 Pages
Total Financial	18

Resumes are to be submitted using Form C-7 and limited to a maximum of 3 pages for each individual





Scale for Evaluation of Response Submission Requirements

RATING	DESCRIPTION
0 to < 3	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/or 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 the approach proposed and/or experience is of little relevance to the RFQ requirements.
3 to < 6	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/or experience of some relevance the RFQ requirements.
6 to < 7	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/or experience of adequate relevance to the RFQ requirements.
7 to < 8	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/or an experience that is relevant to the RFQ requirements.
8 to < 9	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/or experience that is highly relevant to the RFQ requirements.
9 - 10	Excellently 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/or experience that is highly relevant to the RFQ requirements.

For each Evaluation Category, ratings will be converted into weighted scores using the following formula:

Points allocated = Respondent’s rating / maximum rating in the scale x maximum points for Evaluation Category

The Respondent’s total score will be the sum of points allocated for each Evaluation Category.





APPENDIX C

PROJECT EXPERIENCE FORMS

FORM C-1 - PROJECT DEVELOPER PROJECT EXPERIENCE FORM

- (a) Project name and Name of Client:
- (b) Location (City, Province/State, Country):
- (c) Date completed or status of project:
- (d) Project Delivery Type/Procurement Model:
- (e) Project Description including type of facility, size of project (area) and construction value (in Canadian dollars):
- (f) Name of Team Member(s) (including Prime Team Member) involved in the project:
- (g) Description of each Team Member(s) role on the project including role in project:
- (h) Project Developer's role in project execution:
- (i) Project Schedule (original and actual, including a brief explanation of any variance between the two):
- (j) Project Capital Cost (original and final, including a brief description of any variance between the two):
- (k) Description of the measurable benefits to the client:
- (l) Role in project management, including the management of other team members:
- (m) Key Individuals and their respective roles:
- (n) Key challenges and solutions implemented:
- (o) Relevance to the Project:
- (p) Significant honours, awards, publications, or peer recognition:
- (q) Client contact information including client name, contact name, title, location, phone number and email address:
- (r) Any further information that will assist in the evaluation of the Response:





FORM C-2 - DESIGN TEAM PROJECT EXPERIENCE FORM

- (a) Project name and Name of Client:
- (b) Location (City, Province/State, Country):
- (c) Date completed or status of project:
- (d) Project Delivery Type/Procurement Model:
- (e) Project Description including type of facility, size of project (area) and construction value (in Canadian dollars):
- (f) Name of Team Member(s) (including Prime Team Member) involved in the project:
- (g) Description of each Team Member(s) role on the project including role in project management and design and construction, as applicable:
- (h) Prime Team Member's role in project execution:
- (i) Project Schedule (original and actual, including a brief explanation of any variance between the two):
- (j) Project Capital Cost (original and final, including a brief description of any variance between the two):
- (k) Description of the measurable benefits to the client:
- (l) Role in project management, including the management of subcontractors, and other team members:
- (m) Role in project development, design or construction (specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful):
- (n) Key Individuals and their respective roles:
- (o) Key challenges and solutions implemented:
- (p) Unique aspects such as environmental management, environmental compliance monitoring, endangered species, wetlands, fisheries mitigation measures, sustainability, etc.:
- (q) Relevance to the Project:
- (r) Significant honours, awards, publications, peer recognition, or other evidence of design excellence:
- (s) Client contact information including client name, contact name, title, location, phone number and email address:
- (t) Any further information that will assist in the evaluation of the Response:





FORM C-3 - CONSTRUCTION TEAM PROJECT EXPERIENCE FORM

- (a) Project name and Name of Client:
- (b) Location (City, Province/State, Country):
- (c) Date completed or status of project:
- (d) Project Delivery Type/Procurement Model:
- (e) Project Description including type of facility, size of project (area) and construction value (in Canadian dollars):
- (f) Name of Team Member(s) (including Prime Team Member) involved in the project:
- (g) Description of each Team Member(s) role on the project including role in project management and design and construction, as applicable:
- (h) Prime Team Member's role in project execution:
- (i) Project Schedule (original and actual, including a brief explanation of any variance between the two):
- (j) Project Capital Cost (original and final, including a brief description of any variance between the two):
- (k) Description of the measurable benefits to the client:
- (l) Role in project management, including the management of subcontractors, and other team members:
- (m) Role in project development, design or construction (specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful);
- (n) Key Individuals and their respective roles;
- (o) Key challenges and solutions implemented;
- (p) Unique aspects such as environmental management, environmental compliance monitoring, endangered species, wetlands, fisheries mitigation measures, sustainability, workplace excellence, community outreach and implementing community benefits for local communities, etc.;
- (q) Safety performance record on the project;
- (r) Relevance to the Project;
- (s) Significant honours, awards, publications, peer recognition, or other evidence of construction excellence;
- (t) Client contact information including client name, contact name, title, location, phone number and email address:
- (u) Any further information that will assist in the evaluation of the Response:





FORM C-4 - OPERATIONS AND MAINTENANCE TEAM PROJECT/CONTRACT EXPERIENCE FORM

- (a) Name of Client:
- (b) Location (City, Province/State, Country):
- (c) Date of commencement, length of contract, and current status of services provided:
- (d) Name of Team Member(s) (including Prime Team Member involved in the project/contract):
- (e) Description of each Team Member(s) role on the project/contract:
- (f) Scope of maintenance and rehabilitation services:
- (g) Scope of environmental monitoring and compliance monitoring programs:
- (h) Key Individuals and their respective roles:
- (i) Description of the nature of contract performance (P3, key performance indicators, service level agreements, etc.):
- (j) Key challenges and solutions implemented:
- (k) Relevance to the Project (e.g. lifecycle, innovation):
- (l) Client contact information including client name, contact name, title, location, phone number and email address:
- (m) Any further information that will assist in the evaluation of the Response which can include the following:
 - (i) size of portfolio of management contracts; and
 - (ii) types of facilities under management





FORM C-5 - TOLLING PROJECT EXPERIENCE FORM

- (a) Project name and Name of Client:
- (b) Location (City, Province/State, Country):
- (c) Date completed or status of project:
- (d) Project Delivery Type/Procurement Model:
- (e) Project Description including type of facility, size of project (area) and construction value (in Canadian dollars):
- (f) Name of Team Member(s) (including Prime Team Member) involved in the project:
- (g) Description of each Team Member(s) role on the project:
- (h) Description of the measurable benefits to the client:
- (i) Role in project development, design or construction (specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful):
- (j) Key Individuals and their respective roles:
- (k) Key challenges and solutions implemented:
- (l) Relevance to the Project:
- (m) Client contact information including client name, contact name, title, location, phone number and email address:
- (n) Any further information that will assist in the evaluation of the Response:





FORM C-6 - FINANCING TEAM MEMBER EXPERIENCE FORM

- (a) Name of Client and Project Name:
- (b) Location (City, Province/State, Country):
- (c) Project description (including dates and type of facility), size and current status;
- (d) Project type (e.g. Design Build Finance Maintain or similar type of project):
- (e) Project capital cost in nominal dollars and total project cost in present value dollars:
- (f) Date of financial close:
- (g) Team member's role in providing, arranging, or securing financing for the project (specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful):
- (h) Summary of the amounts and types of financing raised (including the risk capital contributed), and disclosure of any incidents of default:
- (i) Summary of the performance security (e.g., performance bonds, letters of credit, etc.) raised by the relevant consortia members:
- (j) Key Individuals and their respective roles:
- (k) Key innovations, challenges and solutions implemented:
- (l) Relevance to the Project:
- (m) Client reference (client name, contact name, location, phone number, and e-mail address): and
- (n) Any further information that will assist in evaluating the Response.





FORM C-7 - KEY INDIVIDUAL EXPERIENCE FORM

[Prepare one form for each Key Individual - Maximum 3 pages for each individual]

Employing Team Member	
Key Individual's Role in Project	
Key Individual Experience	
Selected Past Project Name and Description (3 projects max. per Key Individual)	
Role of Key Individual on Past Project	
Relevance of Past Project Experience to the Project	
Past Project Capital Value and Overall Net Present Value with Associated Discount Rate OR Past Project Capital Value and Total Project Value with Term of Project in Years	
Project Client Reference (Client Name, Contact name, Phone, E-mail)	
Description of probability Key Individual will be available for the entire Project	





APPENDIX D

RESPONSE SUBMISSION AGREEMENT

1. **Execution and submission of this Response Submission Agreement by the Respondent at the Submission Location at or before the Submission Deadline is a Mandatory Requirement. (See Section 5.7 of the RFQ.)**
2. By executing this Response Declaration Agreement, Respondent agrees to the provisions of the RFQ and this Response Submission Agreement.
3. This form should be submitted as part of the Administrative Information Package
4. A copy of this form for completion by the Respondent has been posted on the MERX system in Microsoft Word format.

[Respondent's Letterhead]

TO: WINDSOR-DETROIT BRIDGE AUTHORITY

Windsor-Detroit Bridge Authority (WDBA)
100 Ouellette Avenue, Suite 600
Windsor, ON N9A 6T3

Attention: Jennifer Arnold

RE: Request for Qualifications Gordie Howe International Bridge-DBFOM ("RFQ")

In consideration of WDBA on behalf of itself and each WDBA Party permitting the Respondent to participate in the Competitive Selection Process including submitting a Response and of other consideration, Respondent hereby agrees with and acknowledges to WDBA and each WDBA Party as follows.

1. Information Regarding Respondent and Respondent Representative

Name of Respondent: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if Different: _____

Fax: _____ Telephone: _____

Respondent Representative and Contact Person: _____

E-mail Address: _____





2. Response

Respondent acknowledges and agrees that:

- (a) this Response Submission Agreement has been duly authorized and validly executed;
- (b) the Respondent is bound by all statements and representations in its Response;
- (c) its Response is in all respects a fair Response made without collusion or fraud;
- (d) full disclosure of information required by the RFQ has been made in the Response;
- (e) WDBA has the right to verify information in the Response and conduct any background investigations including criminal record investigations, verification of the Response, credit RFIs, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team Members and by submitting a Response, the Respondent confirms that such Respondent Team members consent to the conduct of all or any of those investigations by WDBA; and
- (f) WDBA will rely on the information contained in the Response.

3. Acknowledgements with Respect to the RFQ

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

Section 7.5, Section 7.6, and all of other terms and conditions of the entire RFQ, including any Addenda. Without limitation the Respondent shall, and it shall use reasonable efforts to cause its Respondent Team Members and their respective Representatives to, comply with the Confidentiality Provisions, whether or not the Respondent is invited to submit a proposal in the RFP Process.

- (b) The Respondent:
 - (i) confirms that it does not have knowledge of or the ability to avail itself of Confidential Information of WDBA or a WDBA Party;
 - (ii) undertakes that the information contained in its Response or otherwise provided pursuant to the RFQ Process is accurate and will fulfil the requirements of the RFQ;
 - (iii) hereby makes the confirmations and certifications required by the Integrity Provisions; and
 - (iv) acknowledges that any omission or failure to comply with a requirement of this RFQ may result in its Response being Disqualified.





- (c) The Respondent represents and warrants that it and/or its Team Members have the right to use all intellectual property which is necessary for them to perform any activities referred to in the Response.
- (d) By submitting a Response, the Respondent waives any further right to amendment or clarification of any aspect of the RFQ.
- (e) The individual identified in paragraph 1 as the Respondent's Representative is fully authorized to represent the Respondent and each Respondent Team Member in any and all matters related to its Response, including providing clarifications and additional information that may be requested in connection with its Response.
- (f) The Respondent has had sufficient time to consider and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response.
- (g) The Respondent shall have no Claim any kind against WDBA or a WDBA Party in connection with its participation in the Competitive Selection Process.
- (h) Except as disclosed in the Response, no material adverse change in the financial condition of the Respondent or a Prime Team Member has occurred during the past 3 years or is now pending.
- (i) The Respondent acknowledges and agrees that each covenant or undertaking made by it in favour of a WDBA Party in this Response Submission Agreement is held in trust by WDBA for the benefit of such WDBA Party and may be enforced by WDBA in favour of such WDBA Party.

4. Key Individuals

The Key Individuals described in the Response shall be available to serve in their respective designated roles with respect to the Project. Key Individuals shall be on-site full time during periods of substantial activity in their area of performance.

5. No Prohibited Exclusive Teaming Arrangements

The Respondent represents and warrants that:

- (a) the Respondent has not and shall not enter into exclusive teaming arrangements with any toll system integrator, steel supplier or duty free operator;
- (b) no toll system integrator, steel supplier or duty free operator is a Prime Team Member;
- (c) if any toll system integrator, steel supplier and duty free operator participates on multiple teams including its team, the Respondent will ensure that each such toll system integrator, steel supplier or duty free operator:
 - (i) shall protect the confidentiality of each team's Response information and not share such information with another Respondent;





- (ii) shall treat each Respondent in a fair, neutral and non-discriminatory manner and base (1) any service/supply differences strictly on differences in Respondent requests and requirements for the scope of work and services and (2) any price differences strictly on differences in scope of work, services, schedule, credit risk and other generally accepted commercial considerations; and
- (iii) shall provide as part of its Response an officer's certificate from each such toll system integrator, steel supplier or duty free operator certifying that such toll system integrator, steel supplier or duty free operator has complied with the foregoing requirements.

6. Qualification to do Business

If the Respondent becomes the Preferred Proponent, each Respondent Team Member will be duly qualified to carry business and to perform its obligations under the Project Agreement in Ontario and/or Michigan respectively on or before Financial Close.

7. No Offer or Tender

The Respondent acknowledges that the RFQ is not a tender, a request for proposals or offer to enter into any contract of any kind whatsoever, is not intended to create a bidding contract (often referred to as "Contract A") and does not constitute an offer of work.

8. Consent of Respondent Team Members

The Respondent has submitted as part of its Response the forms required by Appendix E executed by each Respondent Team Member.

9. Interpretation

Respondent acknowledges and agrees that Section 9 (Interpretation) and Section 8(Definitions) and of the RFQ apply to this Response Submission Agreement in the same manner as they apply to the RFQ.

This Response Submission Agreement has not been modified in any manner from the form set forth in the RFQ, except to complete the required information.

TO EVIDENCE its agreement to the foregoing, [Respondent- insert full name] hereby signs this Response Submission Agreement this ____ day of _____, 20____.

[NAME OF RESPONDENT]

By:

Name and Title of Authorized Signatory

I have authority to bind the Respondent





APPENDIX E

TEAM MEMBER CERTIFICATION AND AGREEMENT

To: Windsor-Detroit Bridge Authority (“**WDBA**”)

Re: Gordie Howe International Bridge - DBFOM Project
RFQ (the “**RFQ**”) and

Re: [Company] as a Team Member (“**Team Member**”) of [Respondent] (“**Respondent**”), in respect of the Request for Qualifications (the “**RFQ**”) for the Gordie Howe International Bridge (the “**Project**”)

In consideration of WDBA permitting Team Member to participate as part of the Respondent in the Competitive Selection Process and of other consideration, Team Member hereby certifies to, and agrees with, WDBA as follows.

1. Information Regarding Team Member

Name of Team Member: _____

Role of Team Member on Respondent Team: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if Different: _____

Fax: _____ Telephone: () _____

Contact Person: _____

E-mail Address: _____

2. RFQ

Team Member:

- (a) has read and understands the RFQ and the Response;
- (b) agrees to be bound by the requirements of the RFQ;
- (c) consents to its inclusion in the Response as a Respondent Team Member;
- (d) hereby makes the confirmations and certifications required by the Integrity Provisions;





- (e) confirms that the Response accurately reflects the qualifications of the Team Member;
- (f) consents to WDBA performing reference checks and otherwise verifying information regarding the Team Member;
- (g) agrees to comply with those provisions of the RFQ and Response applicable to a Respondent Team Member;
- (h) agrees to, and shall use reasonable efforts to cause its Representatives to, comply with the Confidentiality Provisions as if it were named as the Respondent in such provisions;
- (i) has the right to use all intellectual property which is necessary for it to perform any activities allocated to it in the Response;
- (j) agrees that it shall have no Claim of any kind against WDBA or a WDBA Party in connection with its participation in the Competitive Selection Process; and
- (k) acknowledges that this RFQ is not a tender, a request for proposals or an offer to enter into any contract of any kind whatsoever, is not intended to create a bidding contract (often referred to as “Contract A”) and does not constitute an offer of work.

3. Corporate Structure

The following is the corporate structure of Team Member.

[Describe nature, legal structure and jurisdiction of Team Member]

4. The Project

Team Member has conducted itself with integrity and propriety and has not engaged in any inappropriate bidding practices or unethical behaviour in the course of the procurement for the Project and the RFQ Process.

5. Inappropriate Bidding Practices or Unethical Behaviour

There are no charges or investigations by a public body except for those listed in Schedule A hereto or convictions related to inappropriate bidding practices or unethical behaviour by Team Member or any of its Affiliates in relation to a public or broader public sector tender or procurement that:

- (a) may compromise the reputation or integrity of WDBA or a WDBA Party so as to affect public confidence in the Project; or
- (b) would contravene any Applicable Law or could have a material adverse effect on Team Member in a way which could impair Team Member’s ability to perform its obligations under the Project Agreement.

6. Policies

Team Member has internal policies establishing ethical standards for its bidding practices which prohibit





inappropriate bidding practices and unethical behaviour. Team Member has internal processes and controls in place which monitor our bidding practices to ensure compliance with such policies. All such policies, processes and controls have been fully adhered to and complied with by Team Member.

7. Employees

The prohibition contained herein on the bidding practices and unethical behavior of Team Member extends to Team Member employees under the control of Team Member, including former employees, who might have or had involvement or the ability to influence the affairs of Team Member.

8. Provisions of Policies

The prohibition on inappropriate bidding practices and unethical behaviour contained in the RFQ and the measures taken by Team Member to ensure that such activity does not happen shall be stated in a written policy that shall, upon request be provided to WDBA, and shall include copies of internal policies, processes and controls establishing ethical standards for Team Member's bidding practices and evidence of compliance by Team Member with all such policies, processes and controls, and shall specify that violation may result in sanctions, up to and including Disqualification.

[Toll system integrators, steel suppliers and duty free operators are required to add the following (in accordance with Section 5.11 of the RFQ)]

9. No Prohibited Exclusive Teaming Arrangements

Team Member represents and warrants that:

- (a) it has not and shall not enter into exclusive teaming arrangements with any Respondent;
- (b) it is not a Prime Team Member on any Respondent team;
- (c) if it participates on multiple teams, Team Member:
 - (i) shall protect the confidentiality of each team's Response information and not share such information with another Respondent;
 - (ii) shall treat each Respondent in a fair, neutral and non-discriminatory manner and base (1) any service/supply differences strictly on differences in Respondent requests and requirements for the scope of work and services and (2) any price differences strictly on differences in scope of work, services, schedule, credit risk and other generally accepted commercial considerations; and
 - (iii) has provided as part of each Respondent's Response an officer's certificate in this form certifying it has complied with the foregoing requirements.

10. Notice

Team Member undertakes to immediately notify WDBA in the event of a breach of its obligations contained herein. If a breach occurs, WDBA reserve the right (without limitation to any other right that it may have), to Disqualify Team Member from continued participation in the Competitive Selection Process.





11. Further Assurances

Team Member undertakes to inform WDBA of any future charges or investigations by a Governmental Authority or charges that may arise in the course of the procurement for the Project including the RFQ Process and the RFP Process and to provide further information and assurances relating thereto, as WDBA may request, including an explanation as to the nature and extent of such charges or investigations by a public body or convictions.

12. Reliance

Team Member acknowledges that WDBA and each WDBA Party are relying upon the truth and accuracy of the statements set forth herein in all aspects relevant to the Competitive Selection Process. Team Member acknowledges that if at any time any of the information contained herein changes, Team Member will advise the Contact Person in the manner provided in the RFQ.

13. Interpretation

Respondent acknowledges and agrees that Section 1 (Definitions) and Section 8 (Interpretation) of the RFQ apply to this Response Submission Agreement in the same manner as they apply to the RFQ.

This Certification and Agreement has not been modified in any manner from the form set forth in the RFQ, except to complete the required information.

TO EVIDENCE its agreement to the foregoing, [Team Member- insert full name] hereby signs this Certification and Agreement this _____ day of _____, 20_____.

[Name of Team Member]

By:

Name and Title of Authorized Officer

I have authority to bind Team Member





APPENDIX F

DECLARATION RE CONFLICT OF INTEREST AND OTHER MATTERS

To: Windsor-Detroit Bridge Authority

Re: Gordie Howe International Bridge - DBFOM Project
RFQ (the “RFQ”)

The undersigned Respondent Representative hereby declares on behalf of the Respondent, each Respondent Team Member and each Key Individual that:

1. No Respondent or a Respondent Team member has any relationships with:
 - (a) any Restricted Party, any Affiliate of a Restricted Party or any of their respective current or former employees, shareholders, directors or officers; or
 - (b) employees (both current or former) of WDBA, each WDBA Party or individuals or firms who have been involved on their behalf in the Competitive Selection Process or the design, planning or implementation of the Project,

that could constitute a Conflict of Interest or unfair advantage;

True Not True

If the answer to the above statement is “Not True”, attach, on a separate page, details of the nature of such relationships.

2. There is not nor was there any actual or perceived Conflict of Interest, collusion or any other type of unfair advantage in our participation in the RFQ Process including the submission of our Response.

True Not True

If the answer to the above statement is “Not True”, attach, on a separate page, a list and explanation of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or which may appear as a potential Conflict of Interest or unfair advantage in the Respondent submitting the Prequalification Submission. There is no necessity to repeat any information provided pursuant to paragraph 1.

3. We have no knowledge of or the ability to avail ourselves of Confidential information, other than Confidential Information which may have been disclosed by WDBA or a WDBA Party to the Respondent, a Respondent Team Member or any of our respective Representatives or Affiliates or a Key Individual in the normal course of the RFQ Process, that is or was relevant to the Project or the Competitive Selection Process.

True Not True

If the answer to the above statement is “Not True”, attach on a separate page to this declaration, a brief explanation.

4. None of the Respondent, any Respondent Team Member or any Key Individual, nor any Affiliate of any of them, has been charged in the last 5 years for any criminal offence involving fraud, fraudulent misrepresentation,





bribery, collusion, anti-corruption, conspiracy, breach of competition laws, destruction of records or professional misconduct.

True Not True

If the answer to the above statement is “Not True”, attach on a separate page to this declaration, a brief explanation.

5. None of the Respondent, a Respondent Team Member or any Affiliate of any of them has sought protection under any bankruptcy or insolvency laws during the past 5 years.

True Not True

If the answer to the above statement is “Not True”, attach on a separate page to this declaration, a brief explanation.

6. None of the Respondent, a Respondent Team Member or any Affiliate of any of them has been disqualified, removed, suspended or excluded from, bidding on or performing work for a Governmental Authority during the past 5 years.

True Not True

If the answer to the above statement is “Not True”, attach on a separate page to this declaration, a brief explanation.

7. None of the Respondent, a Respondent Team Member or any Affiliate of any of them has been the subject of a final determination that it has breached any Applicable Law relating to worker health and safety within the past 5 years.

True Not True

If the answer to the above statement is “Not True”, attach on a separate page to this declaration, a brief explanation.

8. None of the Respondent, a Respondent Team Member or any Affiliate of any of them has been the subject of a final determination that it has breached any Applicable Law relating to the protection of the environment.

True Not True

If the answer to the above statement is “Not True”, attach on a separate page to this declaration, a brief explanation.

9. None of the Respondent, a Respondent Team Member or any Affiliate of any of them has been the subject of a final determination by a court, arbitrator(s) or other dispute resolution procedure to have breached any material term or provision of a contract relating to a transportation or accommodation project.

True Not True

If the answer to the above statement is “Not True”, attach on a separate page to this declaration, a brief explanation.





10. None of the Respondent, a Respondent Team Member or any Affiliate of any of them has any unfulfilled obligation for the payment of taxes in Canada, any Province of Canada or any jurisdiction where it carries on business, except for taxes which are being contested in good faith.

True Not True

If the answer to the above statement is "Not True", attach on a separate page to this declaration, a brief explanation.

11. None of the Respondent, a Respondent Team Member or any Key Individual has been involved in any Dispute, either directly or indirectly, that:

- (a) relates to any P3 projects or matters involving the procurement and delivery of design, construction, operation, environmental management or maintenance services, including but not limited to Canada or Michigan; or
- (b) may materially adversely affect the Respondent's, a Respondent's Team Members or a Key Individual's ability to participate in the Project or perform its obligations under the Project Agreement.

True Not True

If the answer to any of the above statements is "Not True", attach, on a separate page, a brief explanation and include the following information: (1) plaintiff name; (2) defendant name; (3) year litigation initiated; (4) disputed amount (\$CAD); and (5) nature of dispute.

12. The Respondent, each Respondent Team Member and each Key Individual has read and understand 23 CFR 636.116 of the Federal Highway Administration.

True Not True

This Declaration has not been modified in any manner, except to complete the required information.

Full disclosure of information required by the RFQ has been made in the Response.

The Respondent Representative hereby signs this Declaration this this ____ day of _____, 20____.

Name and Title





APPENDIX G - REQUEST FOR INFORMATION FORM

To Be Completed By the Prospective Respondent

Name of Prospective Respondent:	Date Submitted:
Address:	
Telephone:	
E-Mail:	
Do you want this request for information to be "commercially confidential" in accordance with Section 5.5(d) of the RFQ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Request

To Be Completed by the Windsor-Detroit Bridge Authority if RFI is Considered Commercially Confidential. Otherwise responses will be posted on MERX.

RFI #:	
Date of Response:	

Response





APPENDIX H - MANDATORY REQUIREMENTS DECLARATION FORM

To: Windsor-Detroit Bridge Authority

Re: Gordie Howe International Bridge - DBFOM Project
RFQ (the “RFQ”)

The undersigned Respondent Representative hereby declares on behalf of the Respondent that:

1. The Design Prime Team Members and the Construction Prime Team Members undertaking the design and construction of the Bridge shall have experience in the design and construction of at least three (with at least one Design Prime Team Member having at least one, and at least one Construction Prime Team Member having at least one) long span cable stayed or suspension bridges, each of which has a span equal to or greater than 300m;
2. The Design Prime Team Members (at least one Design Prime Team Member, or Design Prime Team Members collectively) undertaking the design for the Michigan Interchange has experience in the design of at least one project with a minimum project value of US\$50 million or 3 projects, each with a minimum project value of US\$10 million, and subject to the FHWA's Federal Aid Highway Program;
3. The Construction Prime Team Members (at least one Construction Prime Team Member, or Construction Prime Team Members collectively) undertaking the construction of the Michigan Interchange has experience in the construction of at least one project with a minimum project value of US\$50 million or 3 projects, each with a minimum project value of US\$10 million, and subject to the FHWA's Federal Aid Highway Program; and
4. The Respondent Team (at least one Prime Team Member, or Prime Team Members collectively or pro rata) has capacity to fund no less than \$300 million of Equity.

The Respondent Representative hereby signs this Declaration this this ____ day of _____, 20____.

Name and Title





APPENDIX I - CODE OF CONDUCT (INTEGRITY PROVISIONS)

Respondents must comply with the Code of Conduct. Nothing in this Code of Conduct shall be interpreted as limiting the rights of WDBA set out in the RFQ. If there is any conflict or inconsistency between the provisions of the Code of Conduct and this RFQ, then the provision that requires the highest standard of conduct from the Respondent shall prevail.

Integrity Provisions

1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

“Administrative Agreement”

is a negotiated agreement between a supplier/potential supplier and the Minister of Public Works and Government Services (“PWGS”) as provided for in the Ineligibility and Suspension Policy.

“Affiliate”

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- (i) one controls or has the power to control the other, or
- (ii) a third party has the power to control both.

“Control” means

- (a) direct control, such as where:
 - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (ii) a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
 - (iii) a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - (iv) the general partner of a limited partnership controls the limited partnership; and
 - (v) a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.





- (b) deemed control, such as where:
a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity

- (c) indirect control, such as where:
a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of
 - (i) any securities of the entity that are beneficially owned by that person, and
 - (ii) any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

“Ineligibility” means not eligible for participation in the RFP Process or contract award.

“Suspension” means a determination of temporary ineligibility by the Minister of PWGS.

2. Statement

- (a) Respondents must comply with the *Code of Conduct for Procurement* and be eligible for contract award under the *Ineligibility and Suspension Policy*. In addition, Respondents must respond to the RFQ in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the RFQ and resulting RFP Process, and submit a Response as well as enter into the RFP Process only if they will fulfill all obligations of the procurement process and Contract.

- (b) By submitting a Response, Respondents confirm that they understand that being convicted of certain offences will render them ineligible to participate in the RFP Process. The WDBA will declare non-responsive any Response in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by the WDBA to be untrue in any respect. If it is determined by the Minister of PWGS, after contract award, that the Respondent made a false declaration, the WDBA will, following a notice period, have the right to terminate the contract for default.

3. List of Names

- (a) Respondents who are incorporated, including those responding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Respondent. Respondents responding as sole proprietorship, as well as those responding as a joint venture, must provide the name of the owner(s). Respondents responding as societies, firms, or partnerships do not need to provide lists of names.

- (b) If the required list of names has not been received by the time the evaluation of Responses is completed, the WDBA 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 requirement for participating in the RFP Process.





- (c) The Respondent must immediately inform the WDBA in writing of any changes affecting the list of names of directors during this procurement process.

4. Request for Additional Information

By submitting a Response, the Respondent certifies that it is aware, and that its Affiliates are aware, that the WDBA may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with the WDBA may also verify the information provided by the Respondent, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

5. Lobbying Act

By submitting a Response, the Respondent certifies that neither it nor any of its 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 contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

6. Canadian Offences Resulting in Legal Incapacity

By submitting a Response, the Respondent certifies that:

- (a) it and the Affiliates of the Respondent have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the *Criminal Code* and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - (i) 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
 - (ii) 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
- (b) the Respondent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

7. Canadian Offences

By submitting a Response, the Respondent certifies that:

- (a) the Respondent and the Affiliates of the Respondent have not, in the last three years, from the Response submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible for contract award under these Integrity





Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

- (i) 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
 - (ii) 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
 - (iii) section 239 (False or deceptive statements) of the *Income Tax Act*, or
 - (iv) section 327 (False or deceptive statements) of the *Excise Tax Act*, or
 - (v) 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
 - (vi) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the *Controlled Drugs and Substance Act*; or
- (b) the Respondent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible for contract award as described in (a).

8. Foreign Offences

By submitting a Response, the Respondent certifies that:

- (a) the Respondent and its Affiliates have not, in the last three years, from the Response submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in PWGS's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
 - (i) the court, before which the Respondent or its Affiliate appeared, acted within the court's jurisdiction;
 - (ii) the Respondent or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
 - (iii) the court's decision was not obtained by fraud, and





- (iv) the Respondent or its Affiliate was entitled to present to the court every defence that the Respondent or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- (b) it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

9. Ineligibility to participate in the RFP and Contract Award

- (a) The Respondent confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Respondent or its Affiliate is ineligible to participate in the RFP Process and be awarded a contract, subject to a Public Interest Exception.
- (b) The Respondent confirms that it understands that it is ineligible to participate in the RFP Process and for contract award where it has been so determined by the Minister of PWGS under the *Ineligibility and Suspension Policy* and that the period of ineligibility or suspension has not expired.

10. Declaration of Convicted Offences

Where a Respondent or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Respondent must provide with its Response the completed *Declaration Form*, to be given further consideration in the procurement process.

11. Period of Ineligibility

The following rules determine the period for which a Respondent or its Affiliate that has been convicted of certain offences is, ineligible to be awarded a contract:

- (a) for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Respondent or an Affiliate of the Respondent has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection.
- (b) subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Respondent or an Affiliate of the Respondent has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the Response Submission Deadline, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- (c) subject to an Administrative Agreement, for violations of matters referenced in the *Lobbying Act* subsection for which a Respondent or an Affiliate of the Respondent has been found responsible, as the case may be, in the last three years, from the Response Submission Deadline, the period of ineligibility for contract award is ten years from the date of determination by Minister of PWGS,





subject to the Canadian Pardons and Foreign Pardons subsections.

12. Canadian Pardons

A determination of ineligibility for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Respondent or its Affiliate has:

- (a) been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- (b) been granted a pardon under Her Majesty's royal prerogative of mercy;
- (c) been granted a pardon under section 748 of the *Criminal Code*;
- (d) received a record of suspension ordered under the *Criminal Records Act*; and
- (e) been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* comes into force.

13. Foreign Pardons

A determination of ineligibility for entering into government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Respondent or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

14. Suspension of Period of Ineligibility

The Respondent confirms that it understands that a determination of ineligibility for entering into government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Respondent or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

15. Period of Ineligibility for Providing False or Misleading Information

The Respondent confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Respondent to be ineligible to be awarded contracts for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

16. Period of Ineligibility for Breaching Administrative Agreements

The Respondent confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.





17. Suspension of a Respondent

The Respondent confirms that it understands that the Minister of PWGS may suspend a Respondent from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Respondent has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Respondent has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Respondent by the Minister of PWGS.

18. Third Party Validation

The Respondent confirms that it understands that where it or any of the Respondent's Affiliates has been subject to a period of ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Respondent must provide by Response Submission Deadline, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the re-occurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this Response non-responsive.

19. Subcontractors

The Respondent must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting contract.

20. Public Interest Exception

The Respondent confirms that it understands:

- (a) that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, the WDBA may enter in a contract with a Respondent, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where the WDBA considers it necessary to the public interest for reasons which include, but are not limited to:
 - (i) the need is one of pressing emergency in which delay would be injurious to the public interest;
 - (ii) the Respondent is the only person capable of performing the contract;
 - (iii) the contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
 - (iv) not entering into the contract with the Respondent would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;





- (b) The WDBA may only allow participation in the RFP Process or enter into a contract with a Respondent under this subsection where the ineligible Respondent has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the RFQ.





APPENDIX J - RESPONDENT TEAM INFORMATION FORM

This form should be completed by the Respondent and submitted as part of the Administrative Information Package.

- (a) List name and contact details for all Prime Team Members with respect to the Project.
- (b) Describe Controlling interests in Project Developer and each Prime Team Member and, if there is no Controlling interest, provide details of each Person who has a direct or indirect voting interest of 10% or more, including contingent voting interests.
- (c) Provide (as an attachment to this form) a signed copy of the legal agreement, agreements and/or relationship documentation (preliminary consortium/joint venture agreement, letters of support, memorandums of understanding, partnership agreements, joint venture contracts, etc.) which confirms the Prime Team Members' roles and responsibilities and approach to Project risk allocation.
- (d) Respondents who are incorporated, including those responding 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 Provider (Project Developer) and Prime Team Members of the Respondent Team. 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.
- (e) Provide a list of all Key Individuals identified in the Respondent's Administrative, Technical, and Financial Submissions.





APPENDIX K - ADMINISTRATIVE COMPLETENESS CHECKLIST

This Administrative Checklist is provided for the convenience and assistance of the Respondent and is not to be submitted with the Response.

This Administrative Checklist relates only to submission requirements and does not summarize all of the Respondent's obligations under the RFQ. It is not intended, nor shall it be interpreted, to modify any of the submission requirements set out in the RFQ or the Respondent's exclusive responsibility to submit a complete Response in accordance with the RFQ.

While efforts have been made to ensure that this Administrative Checklist is comprehensive, the Respondent is solely responsible to review the RFQ Documents so as to assess whether its Response contains all required submissions.

Section Reference	Description	Completed (Yes/No)
Table 1: Technical Information		
5.8(b)(i)	A " Technical Information Package ", which should include: One bound signed original, marked as "original" and 10 copies of each of the following five Technical Information Sub-Packages, each sealed separately as follows:	(Yes/No)
5.8(b)(A)	"Technical Sub-Package A – Respondent Team" which includes all the information required by Appendix B – Table 1, Section 1, included the completed forms required by Appendix B	(Yes/No)
5.8(b)(B)	"Technical Sub-Package B – Design" which includes all the information required by Appendix B – Table 1, Section 2, included the completed forms required by Appendix B	(Yes/No)
5.8(b)(C)	"Technical Sub-Package C – Construction" which includes all the information required by Appendix B – Table 1, Section 3, included the completed forms required by Appendix B	(Yes/No)
5.8(b)(D)	"Technical Sub-Package D – Operation and Maintenance" which includes all the information required by Appendix B – Table 1, Section 4, included the completed forms required by Appendix B	(Yes/No)
5.8(b)(E)	"Technical Sub-Package E – Tolling" which includes all the information required by Appendix B – Table 1, Section 5, included the completed forms required by Appendix B	(Yes/No)
5.8 (ii)	Two separate USB data storage keys in each Sub-Package containing electronic copies in both Microsoft office compatible format and searchable Adobe Acrobat compatible PDF format, of all information provided each marked with the relevant name in the placed Sub-Package	(Yes/No)
Pg. 76	Ensure that the submission is within the maximum page limit for each section as outlined on page 76	(Yes/No)





Table 2: Financial and Financing Information		
5.8(c)(i)	A “Financial Information Package” should include one bound original, marked as “Original”, and 10 copies of all information (“Financial Information”) required by Appendix B – Table 2	(Yes/No)
5.8(ii)	Two separate USB data storage keys containing electronic copies, in both Microsoft office and compatible format and searchable Adobe Acrobat compatible PDF format, of all information provided and marked m “financial Information”	(Yes/No)
Pg. 80	Ensure that the submission is within the maximum page limit for each section as outlined on page 80	(Yes/No)
Response Submission Instructions		
5.8(a)	An “Administrative Information Package” should include one bound, signed original, marked as “Original” and 10 copies, together with two separate USB data storage keys containing electronic copies, in both Microsoft Office compatible format and searchable Adobe Acrobat compatible PDF format, of the following:	(Yes/No)
Appendix D	Signed and Completed a Response Submission Agreement Form	(Yes/No)
Appendix E	Signed and Completed a Team Member Certification and Agreement Form	(Yes/No)
Appendix F	Signed and Completed a Declaration Re Conflict of Interest and Other Matters Form	(Yes/No)
Appendix H	Signed and Completed a Mandatory Requirements Declaration Form	(Yes/No)
Appendix J	Completed a Respondent Team Information Form	(Yes/No)
Other Requirements		
1.(c)	Submissions are in 11 point font, (single or double-sided) on 8.5”x11” page size, with copies in detachable binder format, organized and numbered according to the categories and sub-categories in these Response Submission Requirements	(Yes/No)
6.3	Adhering to the Mandatory Requirements outlined in Appendix B	(Yes/No)
Appendix I	Complied within the Code Of Conduct	(Yes/No)
5.7	RFQ must be received at the Submission Location at or before the Submission Deadline	(Yes/No)

