



A - Completion

# Request for Proposals

## Volume 1 - Instructions for Invited Respondents

February 27, 2008

for  
the design, construction,  
financing, operation,  
maintenance and rehabilitation  
of  
the A-30 Completion  
in the Montréal region  
using a public-private  
partnership approach

## Letter to Invited Respondents



### **REQUEST FOR PROPOSALS FOR THE DESIGN, CONSTRUCTION, FINANCING, OPERATION, MAINTENANCE AND REHABILITATION (DCFOMR) OF THE COMPLETION OF AUTOROUTE 30 IN THE MONTRÉAL REGION USING A PUBLIC-PRIVATE PARTNERSHIP APPROACH**

This Request for Proposals follows the Request for Qualifications that was issued on November 8, 2006, which resulted in the invitation of the three Qualified Respondents listed below in alphabetical order:

- Infras-Québec A-30
- Nouvelle Autoroute 30
- SNC - Lavalin

This Request for Proposals represents the second stage of the Consultation and Selection Process leading to the selection of a Private Partner with which the Minister intends to sign a Partnership Agreement for the A-30 PPP Completion.

In order for a Proposal to be evaluated, Invited Respondents must meet all of the eligibility requirements stated herein.

In addition, each Invited Respondent and each of its Members and Participants is required to sign the Submission Agreement and certain forms attached as schedules hereto, and comply with the various obligations and conditions thereof, including with respect to confidentiality, as the case may be. The Invited Respondents' Key Individuals, as the case may be, must also sign certain forms and comply with the various obligations and conditions thereof, including confidentiality. Only those Invited Respondents that have signed the Submission Agreement will be given access to the documentation for this Request for Proposals and will receive any addenda that may be issued.

The key dates in this second stage of the Consultation and Selection Process are as follows:

Issuance of Request for Proposals	June 20, 2007
Information session	July 26, 2007
Discussion workshops	September 3 to January 30, 2008
Filing of Invited Respondents' comments on the first draft Partnership Agreement	October 12, 2007

**Volume 1: Instructions for Invited Respondents**

---

Filing of Invited Respondents' comments on the second version of the Partnership Agreement	December 12, 2007
Filing of Invited Respondents' comments dealing exclusively with the specific provisions of the third version of the Partnership Agreement	February 7, 2008
End of the question period for Invited Respondents	February 18, 2008
Remittance to Invited Respondents of the version of the Partnership Agreement on which their Proposals must be based	February 25, 2008
Deadline for submitting Technical Component	March 26, 2008 (3:00 p.m. Montréal time)
Announcement of Invited Respondents called to submit the Financial Component	April 23, 2008
Deadline for submitting Financial Component	May 7, 2008 (3:00 p.m. Montréal time)
Announcement of the selection of the Selected Proponent for the Partnership Agreement	June 18, 2008
Partnership Agreement Signing and Financial Closing further to Government authorization	September 2008

We would like to thank the Invited Respondents for their interest in this important project.

[Signature]

Deputy Minister

Ministère des Transports du Québec

## Table of contents

<b>Glossary .....</b>	<b>7</b>
<b>1. Introduction .....</b>	<b>24</b>
1.1 A-30 Completion – summary .....	24
1.2 Objectives of A-30 PPP Completion .....	27
1.3 Purpose of Request for Proposals .....	27
1.4 A-30 PPP Completion Project Team .....	29
1.5 Oversight of the Process .....	32
1.6 Structure of the Request for Proposals .....	32
<b>2. The A-30 PPP Completion .....</b>	<b>33</b>
2.1 Description of main components of the A-30 PPP Completion .....	33
2.2 Responsibilities transferred to the Private Partner .....	37
2.3 Compensation of Private Partner .....	44
2.4 Tolls .....	51
2.5 Specific taxation framework for the A-30 PPP Completion .....	58
2.6 Trade agreements .....	61
<b>3. Legislative framework and authorizations .....</b>	<b>62</b>
3.1 Legislative framework of the A-30 PPP Completion .....	62
3.2 Procedures, requirements and authorizations pertaining to the environment, the protection of agricultural land, municipal issues and third parties .....	63
3.3 The Government environmental procedures and requirements .....	63
3.4 Municipal procedures, requirements and authorizations in Québec .....	65
3.5 Federal government environmental procedures and requirements .....	66
3.6 Procedures, requirements and authorizations pertaining to the protection of agricultural land .....	67
3.7 Agreements with third parties .....	68
3.8 Utility Agreements .....	68
<b>4. Consultation and Selection Process .....</b>	<b>69</b>
4.1 Principal stages .....	69
4.2 Electronic Data Room .....	75
4.3 Discussion workshops .....	75
4.4 Procedure for submitting comments on Volumes 2 and 3 .....	79
4.5 Transparency of the Consultation and Selection Process .....	81
<b>5. Contents of the Proposal .....</b>	<b>85</b>
5.1 Information concerning the Invited Respondent .....	85
5.2 Security Deposit .....	87
5.3 Information concerning the development of the Technical Component .....	87
5.4 Information concerning the development of the Financial Component .....	88
<b>6. Evaluation of the Proposals .....</b>	<b>91</b>
6.1 Selection process .....	91
6.2 Proposal evaluation process .....	91
6.3 Eligibility criteria for the Technical Component .....	92
6.4 Evaluation criteria for the Technical Component .....	92

## Volume 1: Instructions for Invited Respondents

---

6.5	Eligibility criteria for the Financial Component.....	94
6.6	Evaluation criteria for the Financial Component.....	94
6.7	Determination of the Proposal price.....	97
6.8	Clarifications and rectifications of Proposals .....	98
<b>7.</b>	<b>Instructions for Invited Respondents.....</b>	<b>100</b>
7.1	Time and place of submission .....	100
7.2	Late submission .....	100
7.3	Minister's Representative.....	100
7.4	Requests for information .....	101
7.5	Preparation and submission of a Proposal .....	101
7.6	Withdrawal of a Proposal .....	103
7.7	Communication of the results of the evaluation .....	103
7.8	Final compensation .....	103
7.9	Allowance.....	104
7.10	Interest rate fluctuation risk.....	105
7.11	Site access.....	105
<b>8.</b>	<b>General considerations .....</b>	<b>106</b>
8.1	Letters of credit, bonds and other guarantees .....	106
8.2	No recourse.....	106
8.3	No obligation to select or proceed .....	107
8.4	No offer to enter into a Partnership Agreement .....	107
8.5	Potential changes to or termination of the Consultation and Selection Process .....	108
8.6	Consultation and Selection Process disclaimer .....	108
8.7	Conflict of interest and exclusivity.....	108
8.8	Costs and expenses incurred by Invited Respondents.....	110
8.9	Collusion .....	110
8.10	Lobbying.....	110
8.11	Communication .....	112
8.12	Accuracy of information and requests for further information .....	113
8.13	Contradictions between Request for Proposals documents .....	115
8.14	Change to the composition of an Invited Respondent .....	116
8.15	Minister's additional rights.....	118
8.16	Ownership of documentation .....	119
8.17	Access to information and confidentiality.....	119
8.18	Official version of the Request for Proposals document.....	121
8.19	Official language .....	121
8.20	English version of the documents .....	121

**Volume 1: Instructions for Invited Respondents**

---

**Schedules**

- 1-1 Submission Agreement
- 1-2 Main Characteristics of the Technical Component
- 1-3 Main Characteristics of the Financing Plan and the Financial Model
- 1-4 Insurance, Bond and Letter of Credit Requirements Contained in the Partnership Agreement
- 1-5 Letter of Intent from Insurance Brokers
- 1-6 Intentionally omitted
- 1-7 Letter of Confirmation from Financial Component Funders
- 1-8 Security Deposit
- 1-9 Additional Security Deposit
- 1-10 Flow of Funds
- 1-11 Price Form – Western Portion
- 1-12 Price Form – Supplemental A-30 Sections
- 1-13 Undertaking Form – Technical Component
- 1-14 Undertaking Form – Technical Component (Key Individuals)
- 1-15 Undertaking Form – Financial Component
- 1-16 Undertaking Form – Financial Component (Key Individuals)
- 1-17 Discharge Form
- 1-18 Request for Information Form
- 1-19 Return Label – Technical Component
- 1-20 Return Label – Financial Component
- 1-21 Structure of the Electronic Data Room

**Volume 1: Instructions for Invited Respondents**

---

- 1-22 List of Intellectual Property Rights
- 1-23 Interest Rate Benchmarking Protocol

**Volume 1: Instructions for Invited Respondents**

---

**Glossary**

A-30:	Autoroute 30
A-30 Completion:	All of the activities required to complete A-30, using a PPP approach and the Conventional Approach, from the Cité-des-Jeunes Boulevard / Autoroute A-540 intersection in Vaudreuil-Dorion to Boulevard Matte, located east of Autoroute 15 in the municipality of La Prairie.
A-30 PPP Completion:	All of the activities involved in the design, construction, financing, operation, maintenance and rehabilitation to be carried out over a period of approximately 35 years for which the Private Partner will be responsible pursuant to the Partnership Agreement in connection with the Western Portion of A-30, including the toll system, plus, as the case may be, the Supplemental OMR Activities, including the respective financing of all such activities, as the case may be.
A-30 Section:	Western section 1, western section 2A and western section 2B and the Supplemental A-30 Sections (as more fully described in <b>Article 2</b> of this <b>Volume 1</b> ), including any part thereof, it being understood that the Supplemental A-30 Sections shall not be part of the A-30 Section until their management and administration are transferred to the Private Partner in accordance with the provisions of the Partnership Agreement.
Activities:	All activities of the Private Partner or any of its representatives, agents, employees, suppliers, manufacturers, contractors, or sub-contractors, including the performance of the Private Partner's obligations under the Partnership Agreement as well as those arising under third-party agreements, and the execution of all their work, structures or operations on the Infrastructure, the site and the adjacent zones or in connection therewith, including the Supplemental OMR Activities.
Additional Security Deposit:	The financial guarantee that the Selected Proponent must provide in the form of one or more irrevocable Letters of Credit drafted in accordance with the model found in <b>Schedule 1-9</b> pursuant to the terms and conditions of <b>Sections 4.1.12</b> and <b>8.1</b> of this <b>Volume 1</b> .
Agreement Commencement Date:	The date the Partnership Agreement is executed.

Volume 1: Instructions for Invited Respondents

---

Agreement Termination Date:	Means one of the following dates: <ul style="list-style-type: none"> <li>a) where the Private Partner obtains the substantial completion attestation (general) on or before the Scheduled Substantial Completion Date, the Substantial Completion Date plus 30 years;</li> <li>b) where the Private Partner does not obtain the substantial completion attestation (general) on or before the Scheduled Substantial Completion Date, the earlier of the two following dates: <ul style="list-style-type: none"> <li>(i) the Agreement Commencement Date plus 35 years; or</li> <li>(ii) the Substantial Completion Date plus 30 years;</li> </ul> </li> <li>c) any other date depending on the effective agreement termination date.</li> </ul>
Allowance:	A lump sum contribution of one million dollars toward charges, expenses, losses of business opportunity, loss of profits or any other direct or indirect costs incurred by the Private Partners, its Members, Participants or Key Individuals related in any way to the Consultation and Selection Process that an Invited Respondent might be entitled to receive from the Minister in accordance with the terms and conditions of the Submission Agreement.
Autoroute:	Any road or highway declared to be or identified as an autoroute by Government order pursuant to <i>An Act Respecting Roads</i> (R.S.Q., c. V-9).
Autoroute 30:	A-30.
BAPE:	The Bureau d'audiences publiques sur l'environnement.
BMOPPP:	The Bureau de la mise en oeuvre du partenariat public-privé.
BPA-30:	The Bureau de projet de l'autoroute 30 created pursuant to CT 201069, adopted on May 11, 2004.
BSL:	Bridge over the St. Lawrence River.
Benchmark Interest Rate:	The benchmark rate, expressed as a percentage to five decimal places, for Loans used by an Invited Respondent in developing the Financial Component. It must represent an interest rate for risk-free financing in Canada, such as the banker's acceptance rate, prime rate, Canadian LIBOR, Government of Canada

**Volume 1: Instructions for Invited Respondents**

---

borrowing rate, etc., for a specified term. The Benchmark Interest Rate must be independently verifiable, preferably via a Bloomberg terminal

CAC: The certificates of authorization that must be issued pursuant to Section 22 of the *Environment Quality Act* (R.S.Q. c. Q-2) for the A-30 PPP Completion.

Canada-Québec Agreement: The agreement executed on May 12, 2004 between the government of Canada and the Government of Québec entitled *Canada-Québec Fonds canadien sur l'infrastructure stratégique entente sur l'A-30 (volet 1) 2003-2004/2006-2007*, as it may be amended, and any other subsequent agreement between the Government of Québec and the federal government regarding the A-30 PPP Completion.

CAR: The certificate of authorization issued for the Project on December 14, 2005 pursuant to Section 31.5 of the *Environment Quality Act* (R.S.Q. c. Q-2)

CAR – Western Portion: The certificate of authorization for work on the A-30 PPP Completion between Châteauguay and Autoroute 20 in the jurisdictions of the regional county municipalities of Roussillon, Beauharnois-Salaberry and Vaudreuil-Soulanges, issued to the Minister by the Government pursuant to Order-in-Council 509-99 dated May 5, 1999.

CARS – Supplemental A-30 Sections: The certificate of authorization for work on the A-30 Completion relating to the portion located in the jurisdictions of the cities of Sainte-Catherine, Saint-Constant, Delson and Candiac, issued to the Minister by the Government pursuant to Order-in-Council 108-2003 dated February 6, 2003, as amended by Order-in-Council 482-2004 dated May 19, 2004; the certificate of authorization issued to the Ministère des Transports for work on the completion of Autoroute 30 between Autoroute 15 and the Jean-Leman interchange in the jurisdictions of the city of Candiac and the municipality of Saint-Philippe issued to the Minister by the Government pursuant to Order-in-Council 539-2006 dated June 14, 2006; and the certificate of authorization for work on the A-30 extension, between Autoroutes 10 and 15, issued to the Minister by the Government pursuant to Order-in-Council 1460-93 dated October 20, 1993.

CCMTA: The Canadian Council of Motor Transport Administrators.

CEAA: The *Canadian Environmental Assessment Act*, S.C. 1992 c. 37.

**Volume 1: Instructions for Invited Respondents**

---

Central Portion:	The portion of the A-30 PPP Completion summarily described in <b>Subsection 2.1.2</b> of this <b>Volume 1</b> of the Request for Proposals under the heading “Central Portion”.
Claims:	All claims, legal actions, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, indemnities, commitments, contracts, losses (including loss of profits), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost business opportunity or lost revenues), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown.
Collaborator:	In respect of each Invited Respondent, (i) each of its officers, directors and managers; (ii) each of its Members and Participants and any of their officers, directors or managers, (iii) each of the employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns of the Invited Respondent and its Members or Participants who have been or are directly or indirectly involved in the activities connected with the A-30 PPP Completion, (iv) each of the employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns of the Invited Respondents and its Members or Participants who receive or have received access to information in respect of the A-30 PPP Completion; and (v) each of its Key Individuals.
Compliant Proposal:	Any Proposal that are found compliant by the selection committee and which satisfies the following requirements: (i) meets the eligibility criteria for the submission of the Technical and Financial Components of the Request for Proposals specified in <b>Sections 6.3</b> and <b>6.5</b> , and (ii) meets the business and technical compliance criteria for the Technical Component and the compliance criteria for the Financial Component specified in <b>Volume 1</b> of the Request for Proposals.
Consortium:	A group of two or more enterprises formed to submit a Proposal, and if applicable, to carry out the A-30 PPP Completion.
Consultation and Selection Process:	A process meant to lead to the selection of the Selected Proponent and the execution of the Partnership Agreement, that includes the Request for Qualifications, the information session, the declarations and undertakings contained in the undertaking form in the Request for Qualifications, the process for the evaluation and selection of the Qualified Respondents and Invited Respondents, the Request for Proposals, including the undertakings contained in the Technical Component undertaking

## Volume 1: Instructions for Invited Respondents

---

form, the Technical Component undertaking form for Key Individuals, the Financial Component undertaking form, the Financial Component undertaking form for Key Individuals, the discharge form and the Submission Agreement, consultation with the Invited Respondents, attendance at information sessions and discussion workshops, issuance of a draft, revised or final Partnership Agreement, receipt and consideration of comments from Invited Respondents and information provided in response to a request from the Minister, evaluation of the Proposals submitted in response to the Request for Proposals, the naming of a Selected Proponent, preparation, negotiation, acceptance, or rejection of any Proposal, amendment, cancellation, interruption, or termination of the Request for Proposals for the A-30 PPP Completion.

Conventional Approach:	The typical Ministère processes for awarding contracts and carrying out work involving the construction of transportation infrastructure other than as a PPP.
Costs Related to Specific Utilities:	Means the costs incurred by the Private Partner in connection with the performance of Specific Utility Work, including related design and construction costs, such as engineering costs, further to the sharing of costs between the Private Partner and the utility supplier in accordance with the cost-sharing rules set out in the utility agreements with Hydro-Québec Distribution, Bell Canada or Gaz Métropolitain, as the case may be. For greater certainty, this definition excludes costs of performing Specific Utility Work which results from an interruption in the supply of a utility, a breakdown due to the work or work involving the displacement or relocation of a utility, including any production lost by the Private Partner or a utility user.
CPTAQ:	The Commission de Protection du Territoire Agricole du Québec.
Date of Conditional Acceptance of the ETS:	The date on which the substantial completion attestation with the respect to the ETS is issued by the Independent Engineer in accordance with the Partnership Agreement.
Design and Construction Period:	The period commencing on the Agreement Commencement Date and ending on the Final Completion Date.
DOM:	The Direction de l'Ouest-de-la-Montérégie of the Ministère des Transports.

**Volume 1: Instructions for Invited Respondents**

---

Eastern Portion:	The portion of the A-30 PPP Completion summarily described in <b>Subsection 2.1.2</b> of this <b>Volume 1</b> of the Request for Proposals under the heading “Eastern Portion”.
Electronic Data Room:	The electronic data room in <b>Section 4.2</b> of this <b>Volume 1</b> .
Equity Capital:	<p>The sums invested for purposes of acquiring, as the case may be, common shares, preferred shares or other types of interest comparable to shares or partnership units (howsoever designated) constituting all or part of the capital stock in the case of a legal person, preferred participation, partnership units or ordinary participation in the case of a limited liability company, limited partnership or general partnership, or any other equivalent interest depending on the legal structure selected by the future Private Partner, including warrants, options and other rights entitling the holder to purchase or acquire any such interest.</p> <p>In the case of a limited partnership, the Equity Capital invested in the general partner will be deemed to be Equity Capital for purposes of this <b>Volume 1</b> of the Request for Proposals.</p>
ETS:	The electronic toll system.
Final Compensation:	A lump sum contribution of two million dollars toward charges, expenses, losses of business opportunity, or any other direct or indirect costs related in any way to the Consultation and Selection process that an Invited Respondent might be entitled to receive from the Minister in accordance with the terms and conditions of the Submission Agreement.
Final Completion Date:	The date on which the final completion attestation (general) is issued by the Independent Engineer in accordance with the Partnership Agreement.
Financial Closing:	The date on which the Partnership Agreement and Initial Financing agreements for the funding of the A-30 PPP Completion are signed, the funds required for the A-30 PPP Completion are approved and committed and the final pricing terms are established.
Financial Component:	All the document and the provisions contained in the Proposal of an Invited Respondent dealing in whole or in part with the financing aspects specified in <b>Volume 1</b> of this Request for proposals.

**Volume 1: Instructions for Invited Respondents**

---

Financial Component Submission Date: The deadline by which Invited Respondents must submit the Financial Component of their Proposals, i.e., May 7, 2008 at 3:00 p.m. Montréal time, or such other date as may be communicated by the Minister by way of an addendum.

Financing Instrument: Any contract that evidences: (i) an obligation to invest Equity Capital; (ii) a Loan or other financial liability; or (iii) both an obligation to invest Equity Capital and a Loan or other financial liability.

In the case of a limited partnership, a Financing Instrument entered into by the general partner will also be deemed to be a Financing Instrument for purposes of this **Volume 1**.

FOC: Fisheries and Oceans Canada.

Funders: The Person or all of the Persons who are participating or committed to participating in financing the Private Partner's Activities in the form of Financing Instruments

With respect to Equity Capital, Funders include:

- A Person that invests its own funds or funds under its management;
- A firm underwriter, acting alone or as a syndicate representative, that underwrites an Equity offering and assumes responsibility for its distribution to Persons pursuant to the terms of a firm underwriting agreement

With respect to Loans and other Financing Instruments, Funders include, in particular:

- A bank or bank syndicate;
- Investors who purchase or agree to purchase Debt securities with their own funds or funds under their management;
- A firm underwriter, acting alone or as a syndicate representative, that underwrites a Debt securities issue and assumes responsibility for its distribution to investors pursuant to the terms of a firm underwriting agreement

If the Private Partner is a limited partnership, a reference to the term Funder will include not only the limited partnership but also its general partner

**Volume 1: Instructions for Invited Respondents**

---

Government:	The Government of Québec.
Independent Engineer:	The Person designated as such in accordance with the independent engineer's contract and the Partnership Agreement.
Infrastructure:	Means all or part of the works, installations or equipment located on the site (right-of-way) or adjacent areas, including the DCOMR works, the off-site works, the works transferred to the Minister, the infrastructure transferred to the Private Partner, the infrastructure to be dismantled by the Private Partner and the existing roads (as altered, improved or converted in accordance with the provisions of the Partnership Agreement, as applicable). The works transferred to the Minister shall no longer be included in the Infrastructure from the time the transfer is made to the Minister as set out in the Partnership Agreement, but shall once again become part thereof in the circumstances described in Subsection 17.2.2 of the Partnership Agreement. The Infrastructure to be dismantled by the Private Partner shall no longer be included in the Infrastructure from the time the dismantling is done as set out in the Partnership Agreement. The Infrastructure transferred to the Private Partner shall be part of the Infrastructure from the time the transfer is made to the Private Partner as set out in the Partnership Agreement.
Initial Financing:	The financing put into place by the Private Partner at the time of the Financial Closing, which is sufficient for, at the very least, carrying out all of the design and construction Activities pursuant to the conditions set forth in the Partnership Agreement.
Invited Respondent:	A Qualified Respondent invited to participate in the Request for Proposals pursuant to the Request for Qualifications.
Invited Respondent's Contact Person:	Means the natural person acting as the contact for the Invited Respondent, as set out in <b>Section 1.9</b> of <b>Schedule A</b> of the Submission Agreement.

**Volume 1: Instructions for Invited Respondents**

---

Key Individual:	<p>A physical person who holds one of the following positions on behalf of a Respondent or an equivalent position in the hierarchy of the administrative structure proposed for purposes of the A-30 PPP Completion:</p> <ul style="list-style-type: none"><li>• Project Director;</li><li>• Director of Financing (in charge of putting the financing in place);</li><li>• Director of Administration;</li><li>• Project Head (an individual who shall be required to be on the site where the activities for the A-30 PPP Completion take place, who shall be responsible for the management thereof and who shall be in constant communication with the Ministère's team, until the Infrastructure is commissioned);</li><li>• Director of Quality Control;</li><li>• Director of Environmental Matters;</li><li>• Director of Design;</li><li>• Director of the Civil Engineering Works Design Team;</li><li>• Director of Construction;</li><li>• Assistant-Director of Construction (civil engineering works, etc.);</li><li>• Director of Operations, Maintenance and Rehabilitation;</li><li>• As well as any other physical person designated a Key Individual by an Invited Respondent.</li></ul>
Loan:	<p>A contract for valuable consideration, under which the Private Partner borrows funds from a lender. This includes all borrowings, whether in the form of a bank loan, bonds etc. In the case of a limited partnership, a borrowing made by the general partner will be deemed to be a Loan for purposes of this <b>Volume 1</b>.</p>
Major Defect:	<p>A design flaw or construction defect (including a soil defect) which, on the Substantial Completion Date, affects all or part of the Infrastructure, including all or part of the works comprising either western section 1, western section 2A or western section 2B.</p>

**Volume 1: Instructions for Invited Respondents**

---

MDDEP:	The Ministère du Développement durable, de l'Environnement et des Parcs du Québec.
Member:	For purposes of <b>Volume 1</b> , the Person that will invest Equity Capital in the Private Partner for the A-30 PPP Completion. Where the Invited Respondent is a limited partnership, a Person that invests Equity Capital in the general partner will also be deemed to be a Member for purposes of this <b>Volume 1</b> .
Minister:	The Québec Minister of Transport or his representative.
Minister's Work Prior to Transfer of the Supplemental A-30 Sections:	The work to be carried out by the Minister as described in Part 7 of <b>Schedule 4 Description of the A-30 PPP Completion of Volume 2</b> .
Ministère:	The Ministère des Transports du Québec or its representative.
Minister's Representative:	The representative of the Minister named as such in <b>Section 7.3 Minister's Representative</b> .
MRC:	Regional County Municipality.
Notice of Selection of the Selected Proponent:	The Minister's notice sent to each Invited Respondent following the selection of the Selected Proponent and the reception by the Minister of the Additional Security Deposit corresponding to the amount and required conditions set forth in <b>Subsection 4.1.12</b> of this volume.
OMR Period:	The period commencing on the Substantial Completion Date and ending on the Agreement Termination Date.
Operation, Maintenance, and Rehabilitation (OMR):	All of the operating, maintenance and rehabilitation activities pertaining to the Infrastructure, the site and the adjacent areas that the Private Partner must carry out between the Supplemental A-30 Sections Transfer Date and the Agreement Termination Date, including, as applicable, remedial maintenance work, routine maintenance work, end of term work and all work due to latent defects in the works transferred to the Minister and the infrastructure transferred to the Private Partner.
Participant:	For purposes of <b>Volume 1</b> , the Person that will be responsible, on behalf of an Invited Respondent, for at least one of the following: <ul style="list-style-type: none"> <li>• 25% of the value of the design work on the A-30 PPP Completion;</li> </ul>

## Volume 1: Instructions for Invited Respondents

---

- 15% of the value of the construction work on the A-30 PPP Completion;
- 25% of the value of the operation, maintenance and rehabilitation work on the A-30 PPP Completion.

In this Request for Proposals, the term “Participant” shall also include any Person the Invited Respondent may designate as a “Participant” due to the special expertise they may be able to provide for purposes of the A-30 PPP Completion.

Partnership Agreement:	The draft partnership agreement, which shall be adjusted following the selection of the Selected Proponent, to be entered into between the Minister and the Private Partner with respect to the A-30 PPP Completion.
Payable Item:	A structure or part of a structure identified in the table contained in <b>Section 1</b> of <b>Appendix 2</b> to Part 12 of <b>Schedule 5 Technical Specifications</b> found in <b>Volume 2 Partnership Agreement</b> , to be built as part of the A-30 PPP Completion and for which a construction payment is to be made pursuant to the Partnership Agreement.
Person:	A physical or legal person, partnership (including a limited partnership), trust, fund, association, agency or any other group of persons, whether or not incorporated, and any physical person or other person acting in his capacity as trustee, liquidator, executor or legal representative.
PPP:	Public-private partnership.
PPPQ:	Partenariats public-privé Québec, also known as the Agence des Partenariats public-privé du Québec, created under <i>An Act respecting the Agence des partenariats public-privé du Québec</i> , RSQ, c. A-7.002.
Private Partner:	The Selected Proponent further to this Request for Proposals which enters into the Partnership Agreement.
Process Auditor:	The person appointed as such, who is responsible for reviewing the overall Consultation and Selection Process and for ascertaining that the process unfolds in a fair and transparent manner and in accordance with the provisions of this volume of the Request for Proposals.

**Volume 1: Instructions for Invited Respondents**

---

Proposal:	A Proposal submitted by an Invited Respondent in response to the Request for Proposals, and containing both a Technical Component and a Financial Component.
Proposal Deadline:	Deadline for Qualified Respondents to submit their Proposals, namely March 30, 2007 or any other date specified by the Minister by way of addenda
Qualified Respondent:	A Respondent that qualified under the Request for Qualifications.
Related Person:	<p>A Person that is related to another Person.</p> <p>For purposes of the definition of “Related Person” the following shall constitute a relationship between a Person and:</p> <ol style="list-style-type: none"><li>1 a company in which it owns securities granting it more than 10% of a class of shares conferring the right to vote or the right to participate, without restriction, in the profits and a distribution in the event of liquidation;</li><li>2 its partner;</li><li>3 a trust or succession in which it has significant ownership rights or in respect of which it performs the duties of a trustee, testamentary executor or analogous duties;</li><li>4 in the case of a physical person:<ol style="list-style-type: none"><li>(a) their spouse or the person who has been living with them in a conjugal relationship for at least one year;</li><li>(b) their children or the children of the person who has been living with them in a conjugal relationship for at least one year;</li><li>(c) their other relatives or those of the person who has been living with them in a conjugal relationship for at least one year and who share the same residence.</li></ol></li></ol>
Request for Proposals:	The Request for Proposals regarding the A-30 PPP Completion that will be remitted to the Invited Respondents called to participate therein, including all related volumes, schedules, addenda and other documentation

Volume 1: Instructions for Invited Respondents

---

Request for Qualifications:	The Request for Qualifications which was issued in connection with the A-30 PPP Completion on November 8, 2006, including all addenda thereto
SAAQ:	The Société de l'assurance automobile du Québec
Scheduled Substantial Completion Date:	Means no later than the 15th day of December following the fourth full construction season after the Financial Closing, subject to extension in the event the execution of the Partnership Agreement is delayed due to the Minister beyond September 30, 2008.
Security Deposit:	The financial guarantee that an Invited Respondent must provide, in the form of one or more irrevocable Letters of Credit as found in <b>Schedule 1-8</b> and in accordance with the terms and conditions of <b>Sections 5.2</b> and <b>8.1</b> of this <b>Volume 1</b> of the Request for Proposals.
Selected Proponent:	Invited Respondent selected pursuant to this Request for Proposals for the purpose of entering into the Partnership Agreement.
Selection Committee:	The Selection Committee, consisting of all of the individuals appointed by the Minister, committees and subcommittees responsible for processing, analyzing and evaluating the Proposals received in connection with the Request for Proposals and for making recommendations to the Minister in respect of the selection of the Selected Proponent.
Senior Loan Agreement:	Loan agreements evidencing a debt giving the holder the right to be paid before the holders of debts evidenced by other loan agreements or that constitute a charge having priority over those created pursuant to the other loan agreements; notwithstanding the foregoing, if all of the debts evidenced by the loan agreements rank <i>pari passu</i> , and all of the charges created by such agreements rank <i>pari passu</i> , this term will refer to all of the loan agreements.
Specific Utility Infrastructure Amount:	An amount of \$6,500,000 in nominal dollars which the Invited Respondent must include in its financial model for the Costs Related to Specific Utilities.

**Volume 1: Instructions for Invited Respondents**

---

Specific Utility Work:	Means the utility infrastructure work to be carried out, in accordance with the Partnership Agreement, during the Design and Construction Period at the request of the Private Partner due to the Infrastructure design adopted by the Private Partner and relating to the Utility Infrastructure governed by the Utility Agreements with Hydro-Québec Distribution, Bell Canada and Gaz Métropolitain.
Submission:	All of the information prepared and supplied by a respondent in support of its submission further to the Request for Qualifications, including all information derived from the inquiries made by the Minister and the additional information obtained during the evaluation of such respondent under the Request for Qualifications.
Submission Agreement:	The agreement between the Minister and an Invited Respondent must be signed before the Invited Respondent can access the Electronic Data Room or download <b>Volumes 2</b> and <b>3</b> of the Request for Proposals and any addenda modifying same from time to time. The initial draft Submission Agreement is found in <b>Schedule 1-1</b> .
Substantial Completion Date:	The date on which the substantial completion attestation (general), excluding the Electronic Toll System, is issued by the Independent Engineer in accordance with the Partnership Agreement.
Supplemental A-30 Sections:	The portions of the A-30 PPP Completion, as summarily described in <b>Subsection 2.1.2</b> of this <b>Volume 1</b> under the heading "Supplemental A-30 Sections".
Supplemental A-30 Sections Transfer Date:	The date management and administration of the Supplemental A-30 Sections are transferred to the Private Partner in accordance with the terms of the Partnership Agreement so it can perform the Operation, Maintenance and Rehabilitation on such sections, which date will correspond to the 1st day of April preceding the Scheduled Substantial Completion Date, provided the interval between such two dates includes at least one full construction season.
Supplemental OMR Activities:	The activities involving the Operation, Maintenance and Rehabilitation of the Supplemental A-30 Sections performed as of the Supplemental A-30 Sections Transfer Date.

**Volume 1: Instructions for Invited Respondents**

---

Technical Component:	All the documents and provisions contained in the Proposal of an Invited Respondent dealing in whole or in part with the business and technical aspects specified in <b>Volume 1</b> of this Request for proposals.
Technical Component Submission Date:	The deadline by which Invited Respondents must submit the Technical Component of their Proposals, i.e., March 26, 2008 at 3:00 p.m. Montréal time, or such other date as may be communicated by the Minister by way of an addendum.
Technical Specifications:	All of the features and requirements specified in <b>Volume 3</b> , including the applicable standards of the Ministère.
TIPA:	<i>An Act Respecting Transport Infrastructure Partnerships</i> , R.S.Q. c. P-9.001.
Tolling Commencement Date:	The Substantial Completion Date.
Users:	Means: <ul style="list-style-type: none"> <li>a) all persons travelling in a road vehicle on the A 30 Section, the existing roads or any other roads located on the site or the adjacent areas; and</li> <li>b) all persons travelling in a road vehicle on a bypass road.</li> </ul>
Western Portion:	The portion of the A-30 PPP Completion summarily described in <b>Subsection 2.1.1</b> of this <b>Volume 1</b> under the heading “Western Portion”.

**Volume 1: Instructions for Invited Respondents**

---

**Interpretation**

Unless the context requires otherwise, the defined terms shall refer to the definitions in the glossary in **Volume 1**. Certain definitions have been taken from **Volume 2** (*Request for Proposals Partnership Agreement*).

All references to **Volume 1** or **Volume 2** are to the most recent version, as amended by addenda, that is accessible to the Invited Respondents in accordance with the Request for Proposals.

The headings have been inserted for reference purposes only and shall not form an integral part of the document in which they appear, nor shall they affect the meaning or interpretation thereof.

When the masculine gender is used to refer to natural persons, it refers equally to women and men and, unless the context otherwise requires, the singular form shall include the plural and vice-versa.

References to an act, a provision of an act, or a regulation includes the act, the provision of an act, or a regulation that amends, extends, consolidates, or replaces the act, the provision, or the regulation or that was amended, extended, consolidated, or replaced by said act, provision, or regulation, including any order issued, decree, regulation or code of conduct established, legislation enacted, or ordinance issued, or any other subordinate legislative measure instituted pursuant to the relevant act or regulation.

All references to a section, clause, paragraph, or other part of any document include the entire section, clause, paragraph, or other part of the document. All references to the number of a section, clause, paragraph, or other part include the entire section, clause, paragraph, or other part, as applicable, bearing that number, including all ancillary provisions with the same number. All references to a section hereof refer to a section in this **Volume 1** unless stated otherwise.

The words “includes”, “and including”, and any other word or phrase with a similar meaning do not introduce limitative listings; they must be interpreted as though the expression “among other things” or the word “in particular” had been used.

The words “hereto”, “hereunder”, “herein”, and similar words or phrases refer to this entire **Volume 1** rather than to a specific clause, section, subsection, or other subdivision of this **Volume 1**, unless stated otherwise.

Except where expressly stated, all monetary references contained in this Request for Proposals are in Canadian dollars.

As regards any decision made or to be made (including failure to take action), it shall be understood that unless expressly stated otherwise, the Minister or another authorized Person may so act without any of the Invited Respondents or their Collaborators having

**Volume 1: Instructions for Invited Respondents**

---

been heard or consulted in any manner whatsoever, and such decision shall be final and binding. Furthermore, any reference to the Minister or another authorized Person being able to take action or make a decision shall be without any obligation, and no obligation to do so shall be inferred from the use of the words “may” or “can” or “entitled”.

Each of the schedules and volumes is integrated therein and forms part thereof. In the event of any contradiction or inconsistency between any document in the Request for Proposals or the Request for Qualifications, the documents shall prevail in the order set forth below, the first prevailing over the documents listed subsequently:

- the Submission Agreement;
- the Discharge Form;
- the Technical Component and Financial Component undertaking forms and the Technical Component and Financial Component undertaking forms for Key Individuals;
- **Volume 1** Instructions for Invited Respondents (excluding the Submission Agreement, Discharge Form and undertaking forms);
- **Volume 2** Partnership Agreement;
- **Volume 3** Technical Specifications, integrated as a schedule in the Partnership Agreement (**Schedule 5**);
- the Request for Qualifications.

**Volume 1: Instructions for Invited Respondents**

---

## 1. Introduction

### 1.1 A-30 Completion – summary

The Government, acting through the Minister, with the financial collaboration of the government of Canada, wishes to proceed with the A-30 Completion. As a result of this initiative, the Montréal region will gain a four-lane bypass highway, via the South Shore, to be completed based on the following conditions and guidelines:

- build the Western Portion of the A-30 Completion, totalling approximately 42 km, between Vaudreuil-Dorion and Châteauguay, using a public-private partnership approach, commonly known as a PPP, for which the order of magnitude of the cost of design and construction will exceed one billion dollars;
- build the Eastern Portion of the A-30 Completion, totalling 12.2 km, using the Conventional Approach, between the existing A-30 in Saint-Constant up to the Jean-Leman interchange in Candiac;
- subject to certain conditions, including the provisions of this **Volume 1** and in particular those set out in **Section 6.7**, award the Private Partner responsibility for financing, operating, maintaining and rehabilitating the Supplemental A-30 Sections as of the Supplemental A-30 Sections Transfer Date;
- carry out the A-30 Completion at the best possible cost and on schedule for both the sections built using the PPP approach or the Conventional Approach;
- build the A-30 Completion in compliance with applicable laws, such as environmental laws, while maintaining a proper balance between environmental and transportation safety concerns;
- build the A-30 Completion while respecting, in particular, the operational constraints resulting from the activities involved in the construction of a bridge over the Beauharnois Canal and the St. Lawrence Seaway, including certain aspects related to the safe and uninterrupted operation of the Seaway.

**Volume 1: Instructions for Invited Respondents**

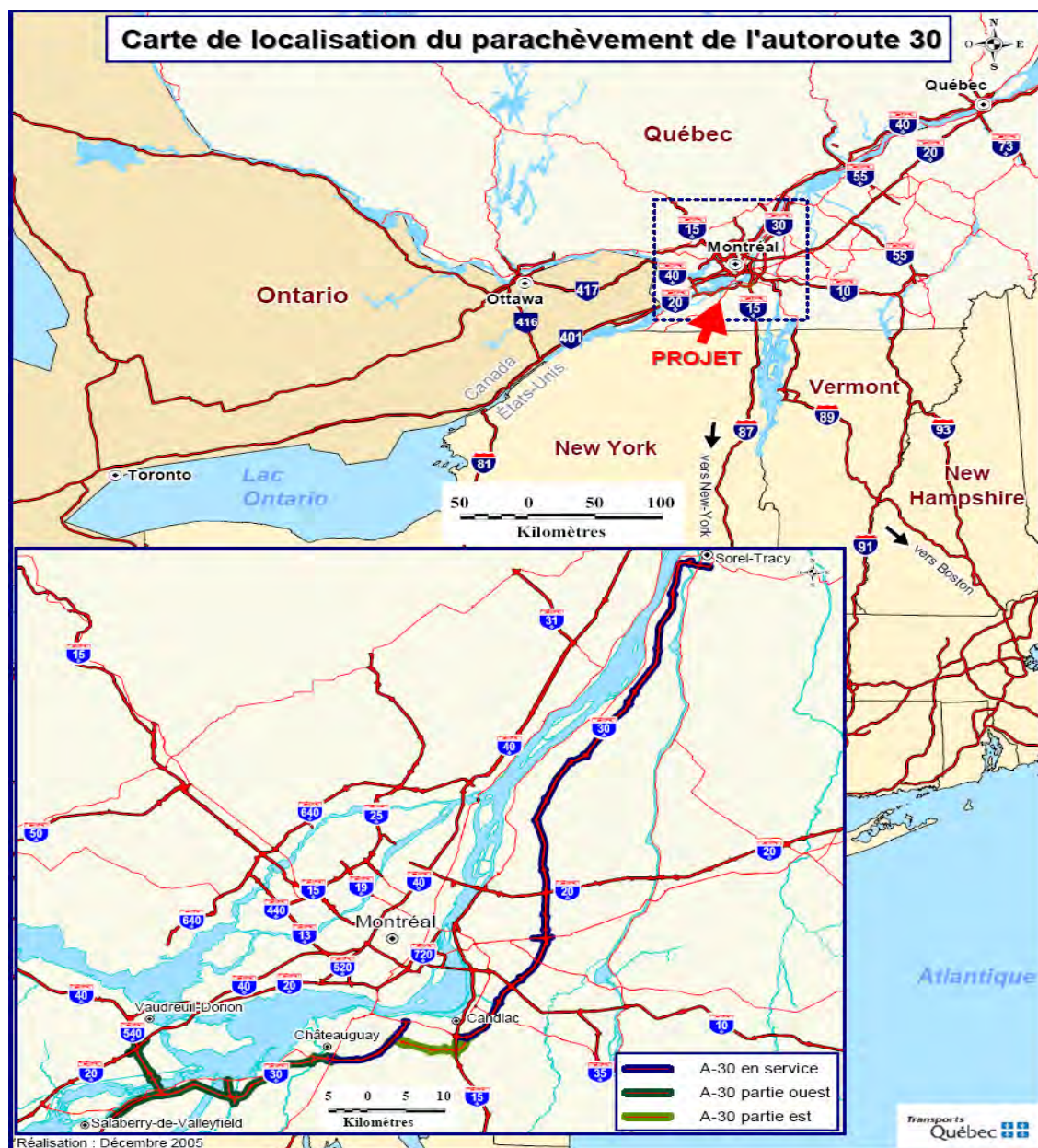
---

The Minister recommends using a PPP approach for a portion of the A-30 Completion in order to take advantage of private sector expertise. He is relying on major involvement by the private sector as regards the sharing of risks and responsibilities as well as financing. The Minister would also like to accelerate the construction of the A-30 PPP Completion through the expertise, technological input and management provided by a Private Partner. The Government is therefore looking at an approach by which a Person or Consortium will bear, as Private Partner, the responsibility for designing, constructing, operating, maintaining, rehabilitating and financing the A-30 PPP Completion.

Volume 1: Instructions for Invited Respondents

*Site of A-30 PPP Completion*

The portion concerned by the A-30 PPP Completion is located southwest of the Montréal metropolitan region, near Ontario and the United States.



**Bureau de la mise en œuvre du partenariat public-privé**

Additional information is available on the Ministère's website at:  
<http://www.autoroute30.qc.ca>.

**Volume 1: Instructions for Invited Respondents**

---

**1.2 Objectives of A-30 PPP Completion**

The A-30 Completion is in response to the needs frequently expressed by socio-economic interests, both local and national. The objectives and expected results cover a broad spectrum:

- facilitate access of goods and services to external markets by developing the Canadian and Québec strategic transportation network;
- allow through-traffic to bypass the Island of Montréal more readily and promote the economic development of the Montérégie region. As a result, travel time will be more predictable and transportation costs due to highway congestion will be reduced throughout the Montréal region;
- create an efficient and continuous highway link for the Montérégie communities;
- integrate western Montérégie more fully into the socio-economic space of the Montréal region and provide the Montérégie population with better access to services and industries;
- improve highway reliability in the Montréal region and highway safety for all users in the regional municipalities through which the Eastern, Central and Western Portions of Autoroute 30, which are the subject of the A-30 Completion, pass;
- create an alternate link that will offset the impact of the temporary unavailability of the metropolitan highway network due to construction or a major incident;
- reduce the number of accidents in municipalities along Autoroute 30 and prevent dangerous goods from being transported through urban areas.

**1.3 Purpose of Request for Proposals**

On November 8, 2006, the Minister issued the Request for Qualifications for the of inviting a response to this Request for Proposals from a maximum of three Qualified Respondents who are in a position to carry out the A-30 PPP Completion. In alphabetical order, the Invited Respondents are:

- Infras-Québec A-30
- Nouvelle Autoroute 30
- SNC-Lavalin

**Volume 1: Instructions for Invited Respondents**

---

A fourth Respondent also qualified under the Request for Qualifications. Should any of the Invited Respondents fail to execute the Submission Agreement or satisfy the conditions related thereto, the Minister may, at his sole discretion, invite the fourth Qualified Respondent to participate in this Request for Proposals. The fourth Qualified Respondent will then be required to comply with the terms and conditions of this volume, including the execution of the Submission Agreement and relevant undertaking forms.

The purpose of this Request for Proposals is to provide an opportunity to the Invited Respondents to submit Proposals for the A-30 PPP Completion with the intent to enter into the Partnership Agreement. Invited Respondents will be given an opportunity to ask questions and to submit comments and suggest changes to the Partnership Agreement prior to submitting their Proposals, in accordance with the procedure described in **Section 4.4** of this document. The Invited Respondents will also be invited to participate in workshops to acquire a better understanding of the A-30 Completion and the A-30 PPP Completion, while apprising the Minister of their concerns. These discussions are a key component of the Consultation and selection process, which is designed to:

- quickly identify issues and solve them;
- make room for innovation by discussing innovative solutions or concepts proposed by the Invited Respondents;
- ascertaining that the A-30 PPP Completion can be financed by the Funders;
- allow the Invited Respondents to comment on the draft Partnership Agreement prior to submitting their Proposals; and
- help the Invited Respondents to submit quality Proposals that meets all of the eligibility and compliance requirements.

Proposals received from the Invited Respondents will be evaluated on the basis of the conditions and criteria specified in **Article 6** of this **Volume 1**. The Minister wishes to choose the Invited Respondent that submits an eligible and Compliant Proposal with the lowest cost, as expressed by the present value of the construction, capital and OMR payments, in accordance with the conditions described in **Section 6.7**.

The Proposal evaluation phase will culminate in the announcement of the Selected Proponent. Once this announcement is made, the final stages leading to the business closing will involve finalizing the legal and financial documentation pertaining to the Partnership Agreement and the Initial Financing agreements, and obtaining the required Government approval for executing the Partnership Agreement, as described in **Subsection 4.1.13**.

**Volume 1: Instructions for Invited Respondents**

---

**1.4 A-30 PPP Completion Project Team**

The Minister has created the BPA 30 which is headed by a project director. His role is to oversee all of the work for the A-30 PPP Completion. The project director is also assisted by the DOM, the BMOPPP and the the PPPQ.

***Hiring of certain consultants or experts by an Invited Respondent***

In performing assignments or tasks related to the A-30 PPP Completion or the PPP completion of Autoroute 25, certain consultants or experts or certain individuals working or having worked for any of such consultants or experts or for the Government or the government of Canada and/or their respective bodies, including in particular, for the Ministère, the Conseil du Trésor du Québec, the Ministère des Finances du Québec, the PPPQ, Transport Canada or Infrastructure Canada, could, were they to be on the team of an Invited Respondent or one of its Members or Participants, or were they to act as Key Individuals or have their services retained by any of the foregoing, find themselves in a conflict of interest with the Minister, thereby giving the Invited Respondent or one of its Members, Participants or Key Individuals an unfair advantage over the other Invited Respondents, Members, Participants or Key Individuals, or be in possession of confidential information as a result of the performance of such assignments or tasks.

Consequently, an Invited Respondent or any of its Members, Participants or Key Individuals shall not, in the fulfillment of mandates or tasks related to the A-30 PPP Completion, retain the services of the Persons contemplated in Group One before the Infrastructure is commissioned, or the services of the Persons contemplated in Group Two prior to execution of the Partnership Agreement.

In connection with this Request for Proposals, when an Invited Respondent or any of its Members, Participants or Key Individuals wishes to make use of the services of a Person contemplated in Group One or Group Two to perform tasks or assignments in connection with the A-30 PPP Completion within the above-mentioned time frames, it shall, in each instance, immediately give written notice to the Minister's Representative, and the Minister shall have ten (10) business days to indicate his refusal in writing. If the Minister fails to object within such ten (10) business day period, he shall be deemed to have consented. The Minister may refuse to grant such consent at his sole discretion.

Any departure from the conditions of this **Section 1.4** could result in the disqualification of the Invited Respondent.

**Volume 1: Instructions for Invited Respondents**

---

***Persons contemplated in Group One***

For purposes of this Request for Proposals, Persons contemplated in Group One shall include the following consultants, experts and individuals:

- **Engineering consultants:**

Groupement CBR, which consists of CIMA+ S.E.N.C.; BPR Inc.; Roche Ltée., groupe conseil;

SM Consultants Inc.; Dessau-Soprin Inc.; the SM-Dessau-Soprin consortium; SM-Pelletier et associés;

- **Special consultants:**

VYM Consultants Inc.;

Partnerships British Columbia;

A.H.B. 2000 Inc.;

- **Economic, financial and selection process consultants:**

KPMG s.r.l./S.E.N.C.R.L.;

Pricewaterhouse Coopers s.r.l./s.e.n.c.r.l.;

- **Insurance consultants:**

Lowndes Lambert Québec Ltée;

- **Traffic and revenue consultants:**

PB Consult Inc.; Travol inc.; HBA Specto Inc.; Les Conseillers ADEC Inc./Géocom; Inro Solution Inc.; Groupe conseil Loctrans Inc.;

- **Legal advisors:**

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.;

Fraser Milner Casgrain s.e.n.c.r.l.;

Natalie Mills;

- **Process auditor:**

Marc-André Patoine;

**Volume 1: Instructions for Invited Respondents**

---

- **Conflict of interest arbitrators:**

Michel A. Goulet and Jean-Yves Brière;

- Individuals working or having worked for consultants or experts in Group One in the performance of assignments or tasks related to the A-30 PPP Completion or who have or have had access to confidential information involving the A-30 PPP Completion and, in the case of Pricewaterhouse Coopers s.r.l./s.e.n.c.r.l. and Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l., individuals working or having worked for such firms in the performance of assignments or tasks related to the PPP completion of Autoroute 25 or who have or have had access to confidential information involving the A-30 PPP Completion.
- Individuals working or having worked for the Government of Québec or the government of Canada and/or their respective bodies, including in particular, for the Ministère, the Conseil du Trésor du Québec, the Ministère des Finances du Québec, the PPPQ, Transport Canada or Infrastructure Canada, in the performance of assignments or tasks involved with the A-30 PPP Completion or who have or have had access to confidential information involving the A-30 PPP Completion.

***Persons contemplated in Group Two***

For purposes of this Request for Proposals, Persons contemplated in Group Two shall include the following consultants, experts and individuals:

- **Engineering and laboratory consultants:**

EXCOTECH Inc.; Le Groupe-conseil Lasalle Inc.; Parsons, Brinckerhoff, Quade & Douglas, inc.; Paul Gauvreau, ingénieur; Guy Doré; Laboratoires d'expertises de Québec Ltée (LEQ); Foramec inc.;

Groupe Qualitas inc.;

- **Special consultants:**

Suffolk Consulting Inc.;

- **Communications consultants:**

Octane Stratégie Inc.; Richard Vigneault;

- Individuals working or having worked for the consultants or experts in Group Two in the performance of assignments or tasks related to the A-30 PPP Completion.

---

**Volume 1: Instructions for Invited Respondents**

---

**1.5 Oversight of the Process**

A Process Auditor has been retained by the Government. Generally speaking, the Process Auditor's mandate is to reassure both the government authorities and the Invited Respondents that the Consultation and selection process is fair and transparent. To that end, he will observe the process's progress and provide an independent opinion, stating whether the process unfolded fairly and transparently in light of the evaluation and selection requirements set out in the Request for Proposals documents.

**1.6 Structure of the Request for Proposals**

The Request for Proposals consists of three volumes and their respective schedules:

- **Volume 1** is subdivided into eight sections and has twenty-three schedules. **Article 1** provides a general overview of the Request for Proposals and the objectives of the A-30 PPP Completion. **Article 2** describes the A-30 PPP Completion. **Article 3** describes the legislative framework and approvals. **Article 4** describes the Consultation and selection process, **Article 5** sets out the content of the Proposals, **Article 6** describes the evaluation of the Proposals, **Article 7** contains the instructions to the Invited Respondents and, last, **Article 8** describes the general considerations.
- **Volume 2** contains the draft Partnership Agreement which includes the body of the agreement and the schedules. The draft agreement will be revised, in particular, in response to comments and suggestions received from the Invited Respondents and accepted by the Minister. The draft Partnership Agreement will ultimately be replaced by a revised and final version of the draft Partnership Agreement, which will incorporate **Volume 3** as **Schedule 5 Technical Requirements**, as described in **Section 4.4**.
- **Volume 3** contains the Technical Specifications for design, construction, operation, maintenance, rehabilitation and handover. This volume will become **Schedule 5 Technical Requirements** to the Partnership Agreement. Like **Volume 2**, **Volume 3** will be revised in response to comments and suggestions received from the Invited Respondents and accepted by the Minister. The revision procedure is detailed in **Section 4.4**.

## 2. The A-30 PPP Completion

The Government, acting through the Minister, will go ahead with the A-30 PPP Completion. The activities pertaining to the Western Portion of the A-30 PPP Completion will be carried out from the junction of Autoroutes 20 and 540 in Vaudreuil-Dorion up to Châteauguay. This also includes the activities on the existing section of the A-30 in the municipality of Salaberry-de-Valleyfield up to Route 201. Only the Western Portion of the A-30 PPP Completion from the junction of Autoroutes 20 and 540 in Vaudreuil-Dorion up to Châteauguay will be carried out with the financial assistance of the government of Canada. If the conditions of **Section 6.7** of this **Volume 1** are satisfied, the Supplemental OMR Activities to be carried out on the Supplemental A-30 Sections will also form an integral part of the A-30 PPP Completion.

### 2.1 Description of main components of the A-30 PPP Completion

All of the portions described below are detailed in **Schedule 4** of **Volume 2**.

#### 2.1.1 Western Portion

The Western Portion is a total of approximately 42 km long, and will be designed, constructed, financed, operated, maintained and rehabilitated by the Private Partner. It extends from Vaudreuil-Dorion to Châteauguay, covering a distance of approximately 35 km. In addition to this 35 km there will be a 7 km stretch connecting with Route 201 in the municipality of Salaberry-de-Valleyfield. The Western Portion is divided into three sections as follows:

- *Western Section 1* – This section starts approximately 1 km north of the overpass above the CN railroad, and links the future A-20/A-30 interchange in Vaudreuil-Dorion with the new A-30/A-530 interchange in Saint-Timothée, a distance of approximately 9 km. This section includes a short tunnel under the Soulanges Canal and the bridge over the St. Lawrence River;
- *Western Section 2A* – This section, which is approximately 26 km long, runs from the future Saint-Timothée interchange (A-30/A-530) to Route 132/138 (Saint-Jean-Baptiste Boulevard) in Châteauguay. This section comprises, in particular, the bridge that will cross the St. Lawrence Seaway at the Beauharnois Canal. This section also comprises a link with the existing A-30 (A-30/Route 236 interchange) including the construction of a portion of Route 236 (from the interchange up to Chemin St-Louis including the bridge over the Saint-Louis River and changes to Chemin Saint-Louis where it intersects with new Route 236), four access ramps, a Route 236 overpass across the A-30 expressways and all related work;

**Volume 1: Instructions for Invited Respondents**

---

- *Western Section 2B* – This section, which is approximately 7 km long, consists of a stretch to be renamed the A-530, and will connect with Route 201 in Salaberry-de-Valleyfield at the future A-30/A-530 interchange in Saint-Timothée. This stretch includes the twinning of the existing highway along approximately 5 km and a junction with Route 201, west of the interchange.

**2.1.2 Supplemental A-30 Sections**

The Private Partner may be called upon to operate, finance, maintain and rehabilitate the Supplemental A-30 Sections.

**2.1.2.1 Eastern Portion**

The Eastern Portion, approximately 19 km long, extends from the A-30/A-730 interchange in Saint-Constant up to Boulevard Matte in La Prairie. The Eastern Portion is subdivided into three sections:

- *Eastern Section 4A* – This section, which is approximately 8.8 km long, will be designed and built using the Conventional Approach and links the existing A-30/A-730 interchange in Saint-Constant with Autoroute 15 in Candiac;
- *Eastern Section 4B* – This section, which is approximately 3.4 km long, will be designed and built using the Conventional Approach, and runs between Autoroute 15 and the Jean-Leman interchange in Candiac;
- *Eastern Section 5* – This existing section, which is approximately 7 km long, runs between the Jean-Leman interchange in Candiac and Boulevard Matte in La Prairie.

**2.1.2.2 Central Portion**

The central portion, represented on the map as sections 3 and 6, is approximately 10 km long and runs between Boulevard Saint-Jean-Baptiste in Châteauguay and Montée Saint-Régis in Saint-Constant. It is comprised of a portion of the existing Autoroute 30:

- *Section 3* – This existing section, approximately 9 km long, corresponds to part of the stretch of highway on the A-30 put into service between 1990 and 1992 between Châteauguay and the A-30/A-730 interchange;

**Volume 1: Instructions for Invited Respondents**

---

- *Section 6* – This existing section, approximately 1 km long, corresponds to part of the stretch of highway on Autoroute 30 put into service between 1990 and 1992 between Châteauguay and Sainte-Catherine. It is located between the A-30/A-730 interchange and Montée Saint-Régis in Saint-Constant.

**2.1.2.3 Western Section 7**

This existing section, which is approximately 3 km long, is located in the municipality of Vaudreuil-Dorion between Boulevard de la Cité-des-Jeunes and the northern boundary of the future A-20/A-30 interchange, approximately 1 km north of the overpass over the CN railroad.

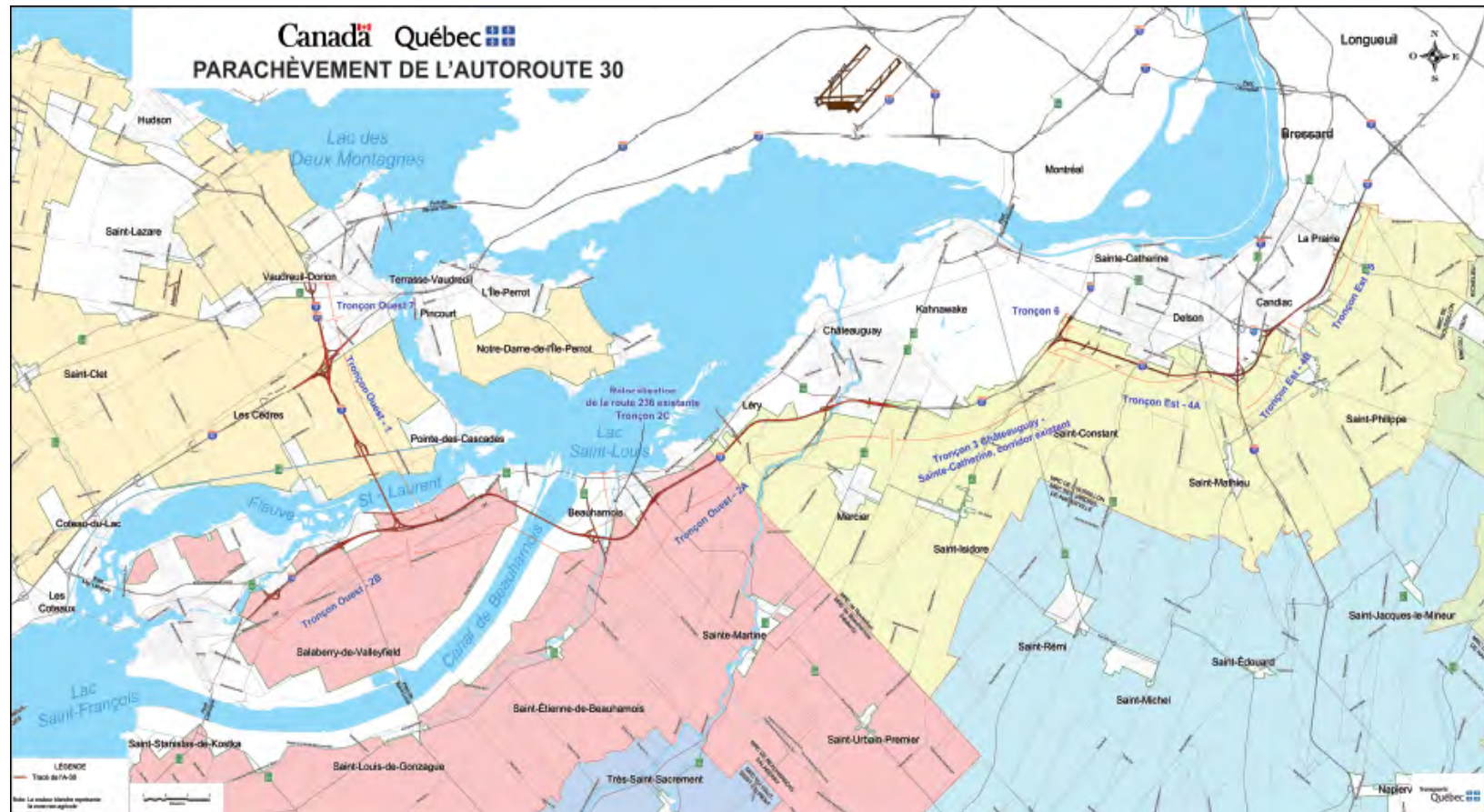
**2.1.3 Limits**

For all of the portions described in **Subsections 2.1.1** and **2.1.2** above, the distances referred to are approximate. They correspond to the distances measured from the centre of the road, without taking into account, for instance, curb lanes, service lanes, connecting roads, tunnels, side roads, bicycle paths, or connections to existing networks. In addition, the secondary civil engineering structures and other highway engineering structures to be designed, financed, constructed, operated, maintained and rehabilitated are not specifically mentioned, but are part of the A-30 PPP Completion.

**2.1.4 Electronic toll system**

All activities related to the electronic toll system, including the tasks of setting and collecting the tolls, are the responsibility of the Private Partner.

## Volume 1: Instructions for Invited Respondents



## Volume 1: Instructions for Invited Respondents

## 2.2 Responsibilities transferred to the Private Partner

This Section details the Private Partner's responsibilities with respect to the sections of the A-30 PPP Completion.

The Private Partner is responsible for the following:

Sections	Private Partner's Responsibilities (indicated by an X)				
	<i>Design</i>	<i>Construction</i>	<i>Financing</i>	<i>OMR</i>	<i>Handover to the Minister</i>
<b>Western Portion Sections</b>					
1. Western 1	x	x	x	x	End of Partnership Agreement
2. Western 2A	x	x	x	x	End of Partnership Agreement
3. Western 2B	x	x	x	x	End of Partnership Agreement
4. Works transferred to the Minister	x	x	x		Upon conditional acceptance of the works transferred to the Minister
5. Infrastructure transferred to the Private Partner			x	x	At the end of the Partnership Agreement
<b>Supplemental A-30 Sections</b>					
6. Eastern 4A			x	x	At the end of the Partnership Agreement
7. Eastern 4B			x	x	At the end of the Partnership Agreement
8. Eastern 5			x	x	At the end of the Partnership Agreement
9. Central 3			x	x	At the end of the Partnership Agreement
10. Central 6			x	x	At the end of the Partnership Agreement
11. Western 7			x	x	At the end of the Partnership Agreement

**Volume 1: Instructions for Invited Respondents**

---

More specifically, as regards the Western Portion, the Private Partner must design, construct, finance, operate, maintain and rehabilitate Western Sections 1, 2A and 2B, in accordance with the terms of the Partnership Agreement, which include:

- permits and authorizations – The Private Partner will obtain all permits and authorizations necessary to carry out its work in connection with the A-30 PPP Completion which have not been obtained beforehand by the Minister prior to the execution of the Partnership Agreement or which the Minister is responsible for obtaining, including those required for construction purposes;
- design – The Private Partner will design the work to be done in connection with the A-30 PPP Completion based on the Minister's objectives, and in compliance with all of the requirements set out in the Partnership Agreement;
- construction – The Private Partner will undertake the construction work to be done in connection with the A-30 PPP Completion. It shall at all times ensure that it complies with all of the requirements set out in the Partnership Agreement;
- financing – The Private Partner will be responsible for structuring and implementing the financing for the work to be done in connection with the A-30 PPP Completion;
- Operation, Maintenance and Rehabilitation – The Private Partner will be responsible for the operation, maintenance and rehabilitation of Western Sections 1, 2A and 2B of the A-30 PPP Completion. This responsibility will include the Operation, Maintenance and Rehabilitation of the toll system as well as collection of the toll revenue for the Western Portion on behalf of the Minister;
- conditions for end of term handover – At the end of the A-30 PPP Completion, the Infrastructure will be handed over to the Government under the terms and conditions that will be defined in the Partnership Agreement. The Infrastructure will be subject to an inspection and correction mechanism to ensure that it is handed over in accordance with the terms and conditions of the Partnership Agreement.

The Minister will, subject to certain conditions, in particular those set out in **Section 6.7** and the provisions of this **Volume 1**, award the Private Partner responsibility for the financing, operation, maintenance and rehabilitation of the Supplemental A-30 Sections as of the Supplemental A-30 Sections Transfer Date. The responsibilities transferred will include, in particular, the following:

- financing – the Private Partner will be responsible for structuring and implementing the financing for the Supplemental OMR Activities;

**Volume 1: Instructions for Invited Respondents**

---

- Operation, Maintenance and Rehabilitation – the Private Partner will be responsible for the operation, maintenance and rehabilitation of the Eastern 4A, Eastern 4B, Eastern 5, Central 3, Central 6 and Western 7 Sections;
- conditions for end of term handover – At the end of the Partnership Agreement the Supplemental A-30 Sections will be handed over to the Minister under the terms and conditions defined in the Partnership Agreement. The Supplemental A-30 Sections will be subject to an inspection and correction mechanism to ensure that they are handed over in accordance with the terms and conditions of the Partnership Agreement.

The Private Partner shall estimate the condition in which the Supplemental A-30 Sections will be as at the Supplemental A-30 Sections Transfer Date, as indicated in **Paragraph 2.3.3.2** of this **Volume 1**, and take this factor into account for the payment it proposes in **Schedule 1-12**.

The Minister disclaims any liability in respect of the A-30 PPP Completion other than as provided in the Partnership Agreement.

**2.2.1 Ownership of Infrastructure**

The right-of-way acquired by the Ministère for the A-30 PPP Completion will be made available to the Private Partner, and its area and boundaries are detailed in the Partnership Agreement. The Private Partner may enter these rights-of-way and use them to the extent required to carry out and complete the Activities. The access rights granted to the Private Partner are not exclusive.

Subject to third-party rights, the right-of-way and the Infrastructure built by the Private Partner, including the electronic toll system, will at all times belong to Minister. The Minister will become the owner of the structures designed and built by the Private Partner (including the electronic toll system) as they are progressively built.

The Minister further enjoys the intellectual property rights to the systems required for toll operations and traffic maintenance, as described in the Submission Agreement and the Partnership Agreement.

**2.2.2 Design and construction**

In carrying out its design and construction activities, the Private Partner must comply with the terms and conditions of the Partnership Agreement, including the Technical Specifications, the requirements of the CAR – Western Portion and the CAR – Supplemental A-30 Sections, and any other permit. Safety requirements during construction and certain requirements concerning quality, environmental

**Volume 1: Instructions for Invited Respondents**

---

management and traffic management must also be met while the work is underway.

Finally, as stated in the Partnership Agreement, the Substantial Completion Date of all of the work must be no later than December 15th following the fourth full construction season after the Financial Closing, unless the execution of the Partnership Agreement is delayed because of the Minister. If the execution of the Partnership Agreement is delayed because of the Minister, but occurs between the 16<sup>th</sup> and 30<sup>th</sup> of September 2008, the Selected Proponent will not be allowed an extension. However, if the execution of the Partnership Agreement is delayed because of the Minister and occurs after September 30, 2008, the Scheduled Substantial Completion Date will be extended.

In fact, between October 1, 2008 and November 7, 2008 inclusively, for each business day that elapses without the Partnership Agreement being executed because of the Minister, the Scheduled Substantial Completion Date will be extended by the same number of business days, plus an automatic extension of 10 business days. Such business days will be carried over to the construction season commencing on April 15, 2013.

The Final Completion Date will correspond to the 270<sup>th</sup> calendar day following the Substantial Completion Date.

All cost overruns and delays in completing the work are the responsibility of the Private Partner, unless otherwise expressly stated in the Partnership Agreement.

**2.2.3 Financing**

The Private Partner is responsible for developing and implementing the financing structure for the A-30 PPP Completion in compliance with the provisions of the Partnership Agreement. However, the Minister assumes the Benchmark Interest Rate fluctuation risk for a period beginning five business days before the Financial Component Submission Date and ending on the day of the Financial Closing, as described in **Section 7.10**.

**2.2.4 Operation, maintenance and rehabilitation**

The Private Partner's OMR responsibilities primarily consist of operation activities, including collecting tolls on behalf of the Government, administration, signage, and monitoring the Private Partner's Activities associated therewith, maintenance, including snow removal, de-icing, landscaping, inspections, and day-to-day and periodic repairs, and rehabilitation. The Technical Specifications for OMR Activities are detailed in **Volume 3**.

## Volume 1: Instructions for Invited Respondents

The Private Partner must operate, maintain and rehabilitate all of the Infrastructure in accordance with the Partnership Agreement, the Technical Specifications, the *Highway Safety Code* (R.S.Q., c. C-24.2) and any other legislation applicable to public roads, other than the *An Act respecting roads*, R.S.Q. c. V-9.

The Private Partner may not carry out any other activities relative to the A-30 PPP Completion without prior consent from the Minister.

As mentioned above, the Minister will, subject to certain conditions, in particular the provisions of this **Volume 1** and those set out in **Section 6.7**, award the Private Partner responsibility for the financing, operation, maintenance and rehabilitation of the Supplemental A-30 Sections as of the Supplemental A-30 Sections Transfer Date.

### 2.2.5 Handover of the structures

At the end of the Partnership Agreement, the Private Partner is required to hand over the A-30 Section to the Minister in accordance with the Partnership Agreement and the end-of-term requirements set out in the Technical Requirements found in **Volume 3**.

### 2.2.6 Allocation of risks and responsibilities

All of the Private Partner's and Minister's risks and responsibilities with respect to the A-30 PPP Completion are set forth in **Volumes 2** and **3** and summarized in the following table. These volumes will be revised during the Consultation and Selection Process, in response to comments from the Invited Respondents, as described in **Section 4.4** of this **Volume 1**.

Principal risks and responsibilities	Risks and responsibilities assigned to:	
	Private Partner	Minister
<b>Obtaining environmental permits and authorizations</b>		
• CAR – Western Portion and CAR – Supplemental A-30 Sections		✓
• CAC	✓	
• Required federal permits and authorizations	✓	

## Volume 1: Instructions for Invited Respondents

Principal risks and responsibilities	Risks and responsibilities assigned to:	
	Private Partner	Minister
• Authorizations pursuant to <i>An Act respecting Land Use Planning and Development</i> , R.S.Q. c. A-19.1	✓	✓
• Permits and authorizations pursuant to the <i>Protection policy for lakeshores, riverbanks, littoral zones and floodplains</i> under Section 2 of the <i>Environment Quality Act</i> , R.S.Q. c. A-6.01.	✓	✓
• Authorizations from the Commission de Protection du Territoire Agricole du Québec (CPTAQ) restricted to the right-of-way		✓
• Road authorizations and licences and other permits	✓	
<b>Design and construction of the structures for which the Private Partner is responsible</b>		
• Cost overruns	✓	
• Delays	✓	
• Relocation of public utility infrastructure	✓	✓
• Selecting the toll technology	✓	
• Principal contractor, as defined in the <i>Act Respecting Occupational Health and Safety</i> , R.S.Q. c. S-2.1	✓	
• Contaminated soil – undocumented and in existence prior to execution of the Partnership Agreement or prior to transfer to the Private Partner, as the case may be		✓
• Contaminated soil – documented or resulting from construction and OMR of the structures for which the Private Partner is responsible	✓	
• Geotechnical risks	✓	
• Acquisition, access and use of the right-of-way		✓
• Acquisition outside the right-of-way for construction purposes	✓	
• Expropriation		✓
• Financial risk and time frame for expropriation outside the right-of-way	✓	

## Volume 1: Instructions for Invited Respondents

Principal risks and responsibilities	Risks and responsibilities assigned to:	
	Private Partner	Minister
• Obtaining complementary or temporary servitudes	✓	✓
<b>Financing and financial conditions</b>		
• Inflation risk during the Design and Construction Period	✓	
• Inflation risk over and above the CPI during the OMR Period	✓	
• Benchmark Interest Rate fluctuation risk during the period beginning five business days before the Financial Component Submission Date and ending at the Financial Closing		✓
• Interest rate fluctuation risk starting on the day of the Financial Closing	✓	
• Sharing profits from refinancing	✓	✓
• Sharing profits from changes approved by the Minister	✓	✓
<b>OMR of the structures for which the Private Partner is responsible</b>		
• Sharing profits from changes approved by the Minister	✓	✓
• OMR of the structures for which the Private Partner is responsible and the electronic toll system, including obligations under the CAR – Western Portion and the CAR – Supplemental A-30 Sections, CAC and feasibility studies	✓	
• Condition of structures upon hand-over to the Minister at the end of the A-30 PPP Completion	✓	
<b>Tolls</b>		
• Setting up the toll system	✓	
• Collecting tolls and accessory fees	✓	
• Toll revenue risk	✓	
• Sharing of toll revenue in excess of threshold amount	✓	✓

---

**Volume 1: Instructions for Invited Respondents**

---

**2.2.7 Term of the A-30 PPP Completion**

The Partnership Agreement establishes the rights and obligations of both the Private Partner and the Minister. The term of the Partnership Agreement is approximately 35 years, commencing on the date of its execution.

**2.3 Compensation of Private Partner**

The following brief description is presented for information only. Specific information on the Private Partner's compensation is detailed in the Partnership Agreement, in particular in **Articles 29, 30 and 31** of the Partnership Agreement as well as in **Schedules 7 Payments** and **11 Records and Reporting**.

In consideration of the performance of its obligations, the Private Partner will be compensated with the following payments in accordance with the provisions of the Partnership Agreement:

- construction payments;
- capital payments;
- OMR payments for the Western Portion and, as the case may be, for the Supplemental A-30 Sections;
- remittances made throughout the operating period linked to toll revenues collected on behalf of the Government.

The construction, capital and OMR payments and the remittance linked to toll income to be made to the Private Partner by the Minister under the Partnership Agreement are subject to various adjustments, deductions, holdbacks, offsets, penalties, fines, charges, interest or other adjustments, as provided in the Partnership Agreement.

The Independent Engineer has a forefront role to play in triggering the payments referred to in **Schedule 7 Payments** of the Partnership Agreement. It will be retained and paid by the Private Partner, and the selection of the Independent Engineer will be subject to the Minister's prior approval. Its role and specific duties will be the subject of a side agreement. The Independent Engineer must discharge its duties in accordance with such side agreement and the provisions of the Partnership Agreement.

**2.3.1 Construction payments**

Construction payments are paid out during the Design and Construction Period upon completed Payable Items being attested to.

**Volume 1: Instructions for Invited Respondents**

---

In the Financial Component of its Proposal, the Invited Respondent must submit the amount of the construction payments corresponding to 50% of the construction price for each Payable Item, which payments will include all costs for the Payable Items, including design, construction and insurance costs, professional fees and all charges in connection with management, the bonds, the letters of credit and the financing inherent in the Design and Construction Period, using the price form provided for that purpose found in **Schedule 1-11**. In addition, the costs of compliance with the security requirements during the Design and Construction Period are also eligible for construction payments. As for the balance of the construction price, it should be submitted as capital payments, as set out in **Subsection 2.3.2**.

The Invited Respondent must present the amount of the construction payments it will be charging in **Schedule 1-11**, in nominal dollars.

It is expected that the construction payments will be disbursed every three months in accordance with the provisions of the Partnership Agreement. The first payment will be made on July 31, 2009.

It is expected that the disbursements for the construction payments will be made to the Private Partner in accordance with the provisions of **Volume 2**, in particular **Schedule 7 Payments**.

The Invited Respondent must include the Specific Utility Infrastructure Amount in the first "Quarterly Payment Period" (as defined in the Partnership Agreement), namely E, and take it into account in its total construction price included in the table of Construction Payments found in **Schedule 1-11 Price Formula – Western Portion**.

Should the total amount of the Costs Related to Specific Utilities exceed the Specific Utility Infrastructure Amount, then the Minister will pay the surplus to the Private Partner. Such surplus must be invoiced to the Minister by the Private Partner on the first monthly invoice the Private Partner issues after substantial completion. Should the total amount of the Costs Related to Specific Utilities calculated from the Agreement Commencement Date be less than the Specific Utility Infrastructure Amount, then the Private Partner must repay the entire remainder to the Minister. Such remainder shall be indicated on the first monthly invoice the Private Partner issues following substantial completion.

**2.3.2 Capital payments**

It is expected that the capital payments will be made to the Private Partner by the Minister monthly throughout the OMR Period to cover all costs for the Payable Items, including design, construction and insurance costs, professional fees and all charges for management, the bonds, the letters of credit and financing, over and

---

**Volume 1: Instructions for Invited Respondents**

---

above those included in the construction payments required to be made during the Design and Construction Period.

In the Financial Component, the Invited Respondent must indicate the amount of the capital payments, in real dollars, that it wishes to receive every month during the OMR Period, utilizing the price form provided for such purpose in **Schedule 1-11**. The Invited Respondent must submit a fixed monthly sum.

The amount of the capital payments will be adjusted by the Minister to reflect inflation by reference to the Consumer Price Index (CPI), as provided in the Partnership Agreement.

The first capital payment will be payable as of the Substantial Completion Date and monthly thereafter until the end of the Partnership Agreement, in accordance with the provisions of the Partnership Agreement.

### **2.3.3 OMR payments**

It is expected that the OMR payments will be made to the Private Partner by the Minister monthly throughout the OMR Period to cover expenses, such as operations, maintenance and rehabilitation.

In the Financial Component of its Proposal, the Invited Respondent must indicate the amount of the OMR payments it wishes to receive every month during the OMR Period, utilizing the price forms provided for such purpose in **Schedules 1-11 and 1-12**.

The OMR payment will be payable as of the Substantial Completion Date and monthly thereafter until the end of the Partnership Agreement, in accordance with the provisions of the Partnership Agreement. Although payable as of the Date of Conditional Acceptance, the OMR payments for the Supplemental OMR Activities must cover the OMR costs incurred as of the Supplemental A-30 Sections Transfer Date.

#### **2.3.3.1 OMR payments for the Western Portion**

For the Western Portion, the Invited Respondent must indicate a fixed monthly payment in **Schedule 1-11**, in real dollars, for each of the two following periods:

- Period 1: this period comprises the first 108 payments in the OMR Period;
- Period 2: this period comprises the 252 payments following period 1 of the OMR Period.

**Volume 1: Instructions for Invited Respondents**

---

The monthly payment for period 1 must be lower than for period 2. In addition, the aggregate monthly payments in period 1 must represent 12% of the aggregate value of the payments for periods 1 and 2 in real dollars.

The Invited Respondent must also ensure that the discounted value of the OMR payments it wishes to receive for the Western Portion over the entire OMR Period is not less than 15% of the discounted value of the capital payments as of July 1, 2008.

The OMR payments for the Western Portion will be adjusted by the Minister to reflect inflation by reference to the Consumer Price Index (CPI), as provided in the Partnership Agreement.

**2.3.3.2 OMR payments for the Supplemental OMR Activities**

For the OMR Period, the Invited Respondent must indicate a fixed monthly payment in **Schedule 1-12**, in nominal dollars. The OMR payments for the Supplemental OMR Activities will be adjusted by the Minister to reflect inflation by reference to the Consumer Price Index (CPI), as provided in the Partnership Agreement.

Taking into account the Minister's Work Prior to Transfer of the Supplemental A-30 Sections, the Invited Respondents must estimate the condition in which the Supplemental A-30 Sections will be on the Supplemental A-30 Sections Transfer Date and factor that in when determining the OMR payment for the Supplemental A-30 Sections, as described in **Schedule 1-12 of Volume 1**.

For such purpose, a study has been prepared and filed in the Electronic Data Room to identify and gather the relevant technical data and information the Invited Respondents will need for their assessment of the condition in which the Supplemental A-30 Sections will be found.

The Minister will also submit a description of the Minister's Work Prior to Transfer of the Supplemental A-30 Sections which the Minister undertakes to carry out, at his expense, prior to the Supplemental A-30 Sections Transfer Date.

The plans and specifications for the 4A and 4B sections (built using the Conventional Approach) will be made available to the Invited Respondents. Given the schedule for the proposals for those sections, some plans and specifications will not be available to the Invited Respondents before they file their financial proposal. Accordingly, Invited Respondents shall take into account that the 4A and 4B sections are designed in accordance with Canadian standards and the MTQ's current

**Volume 1: Instructions for Invited Respondents**

---

design and supervision guidelines, and are built in accordance with the requirements of the *Cahier des Charges et Devis Généraux* (CCDG) currently in effect.

An inspection of the Supplemental A-30 Sections shall be conducted jointly by the Minister and the Private Partner in the period between the 15th and 31st of the month of October immediately preceding the Supplemental A-30 Sections Transfer Date to verify whether:

- the Minister's Work Prior to Transfer of the Supplemental A-30 Sections meets the requirements of Section 5.0 of **Volume 3**;
- the Supplemental A-30 Sections meet the transitional OMR requirements in accordance with the provisions of the Partnership Agreement; and
- the major work by the Minister on the Supplemental A-30 Sections, if any, meets the requirements of Section 5.0 of **Volume 3**.

As of the Supplemental A-30 Sections Transfer Date, the Private Partner shall become fully responsible for the Supplemental A-30 Sections and shall perform all obligations incumbent on it in that regard under the Partnership Agreement and the technical obligations, including the OMR on such sections. Should the Minister fail to transfer the Supplemental A-30 Sections on the Supplemental A-30 Sections Transfer Date, such failure shall be deemed to be a compensation event under the Partnership Agreement.

**2.3.4 Toll revenue remittances**

The Private Partner will bear all risks related to toll revenue.

The Private Partner will collect such revenue on behalf of the Minister from the Users driving across the bridge over the St. Lawrence River and, using a dedicated fund, will remit it to the Minister on a daily basis commencing on the Tolling Commencement Date, in accordance with the provisions of the Partnership Agreement.

Toll revenue that exceeds a pre-established threshold will be shared equally by the Private Partner and the Minister in accordance with the provisions of the Partnership Agreement.

**Volume 1: Instructions for Invited Respondents**

---

**2.3.5 Deductions and holdbacks for non-compliance of the requirements of the Partnership Agreement**

Various deductions and holdbacks may apply to the various payments. The deductions and holdbacks are described below based on the payments to which they apply. Specifics of the applicable deductions and holdback are set out in the Partnership Agreement, in particular in **Schedule 7 Payments**.

The deductions and holdbacks are for purposes of inducing the Private Partner to:

- maximize traffic lane availability;
- meet performance and safety requirements, such as driving comfort, maintenance, towing, and lighting;
- undertake OMR activities and respond to unexpected events quickly in order to minimize their impact on traffic.

**2.3.5.1 Deductions applicable to construction payments**

Construction payments will be subject to non-performance deductions if the Private Partner fails to satisfy the performance requirements defined in **Volume 3**. Such deductions will be calculated based on the number of non-performance points accrued daily pursuant to the provisions of **Volume 2**, and in particular **Schedule 7 Payments**.

**2.3.5.2 Deductions applicable to capital payments**

Capital payments as defined in the Partnership Agreement are subject to deductions, in particular in the following instances:

- the complete closure of the traffic lanes, in at least one direction, due to a Major Defect shall be subject to the closure-related capital deduction due to a major defect;
- failure to honour the scheduled Final Completion Date provided for in the Partnership Agreement;
- the existence of non-availability or non-performance deductions carried forward. The capital payments during the period commencing three months prior to application of the end-of-term holdback and ending on the Agreement Termination Date will be subject to full or partial deductions in the event the Minister has been unable to allocate the total non-availability and non-

**Volume 1: Instructions for Invited Respondents**

---

performance deductions carried forward to the prior OMR payments.

**2.3.5.3 End-of-term holdbacks from capital payments**

Subject to the next paragraph hereinbelow, to ensure that the end-of-term requirements are satisfied, the Minister will hold back capital payments prior to the end of the Partnership Agreement equivalent to an amount calculated in accordance with the terms of the Partnership Agreement, but no more than an amount equivalent to the last 24 capital payments.

The Private Partner will have the option of providing the Minister with one or more letters of credit for an amount equivalent to the holdback calculated in accordance with the provisions of the Partnership Agreement.

Upon the Agreement Termination Date, the end-of-term holdback will be retained by the Minister if the Private Partner has not performed all the end-of-term work.

**2.3.5.4 Deductions applicable to OMR payments*****OMR deduction associated with a closure-related capital deduction due to a major defect***

This deduction associated with a closure-related capital deduction due to a major defect will be calculated pursuant to the provisions of **Volume 2**, and in particular **Schedule 7 Payments**.

***Non-availability deductions***

The Private Partner will be assessed closure deductions for situations that hinder the availability of traffic lanes due to the actions or omissions of the Private Partner. These deductions are essentially calculated on the following basis:

- duration of the non-availability;
- time of day of the non-availability;
- number of lanes unavailable;
- number of kilometres unavailable;

**Volume 1: Instructions for Invited Respondents**

---

- direction of the unavailable lanes.

***Non-performance deductions***

The Operation, Maintenance and Rehabilitation payments will be subject to non-performance deductions if the Private Partner fails to meet the performance standards set out in **Volume 3**. These deductions are calculated on the basis of the number of non-performance points or on the basis of the dollar amount associated with the non-performances accumulated per day, in accordance with the provisions of the Partnership Agreement, in particular as set out in **Schedule 7 Payments of Volume 2**.

***Non-availability and non-performance deductions***

For each OMR payment period, non-availability and non-performance deductions may be applied against the entire OMR payment to be paid by the Minister for a given period. If the total OMR payment for such given period is not sufficient to cover the aggregate of the non-availability and non-performance deductions, the amount of such unapplied deductions from the OMR payment for such given period will be applied against the OMR payment for the subsequent period, and so on. Under certain circumstances, non-availability and non-performance deductions may be applied against the capital payments, in accordance with the provisions of **Schedule 7 Payments** of the Partnership Agreement.

**2.4 Tolls**

The Partnership calls for charging a toll for the use of the bridge across the St. Lawrence River. The suggested electronic toll system must offer users at least the perception that it is fully electronic (user count with or without a transponder) and on-site payment by debit card. The Partner may also, if it wishes, offer users the option of paying on-site in cash.

**2.4.1 Traffic and revenue study**

A study was commissioned by the Minister to estimate traffic and the toll revenue that might be generated by the A-30 PPP Completion. The study was carried out between 2001 and 2005 by PB Consult Inc., the Minister's traffic and revenue advisor. It was updated in January 2007 to assess the impact of the toll system advocated by the Minister.

Volume 1: Instructions for Invited Respondents

The secondary study done in 2007 is based on three assumptions:

- there is only one point of payment for the toll system, located on the bridge or its immediate approaches;
- the toll technology is an electronic hybrid, giving users the option of either fully electronic payment (transponder/tag) or automatic payment by debit card on-site;
- based on the initial assumption, commissioning would be in 2010.

The most recent traffic and revenue estimates using the toll structure advocated by the Ministère (described below) indicate that in 2021, when traffic is expected to stabilize, the total average daily flow in the A-30 Section axis on business days would be approximately 25,000 vehicles, over all sections located east of the bridge across the St. Lawrence River and approximately 13,000 vehicles on the bridge across the St. Lawrence River and the section linking the latter northward up to the junction of Autoroutes 20 and 540.

Toll structure utilized for model (n x basic toll)

	Toll Structure	
	Peak	Off-Peak
Cars and commercial	1 x	½ x
Regular trucks	2 x	1 x
Heavy trucks	4 x	2 x

The following table illustrates daily traffic on the bridge over the St. Lawrence River and adjacent bridges, together with traffic per class of vehicle based on various rates, stated in 2002 dollars.

Daily traffic on the bridge over the St. Lawrence River, the Mgr Langlois bridge (Route 201) and the Mercier bridge, with no toll and with a single toll on the bridge over the St. Lawrence River at a basic rate varying from \$0.50 to \$3.00 - horizon 2021

Toll	Bridge over the St. Lawrence River					Mgr Langlois Bridge on Route 201					Mercier Bridge				
	Cars	Comm.	Reg.	Heavy	All Modes	Cars	Comm.	Reg.	Heavy	All Modes	Cars	Comm.	Reg.	Heavy	All Modes
Toll-free	14 641	12 751	1 543	3 881	32 815	11 569	6 004	461	480	18 514	68 077	30 328	3 428	2 671	104 503
\$0.50	5 084	6 962	791	1 492	14 329	17 531	9 557	979	2 355	30 422	69 464	31 438	3 534	2 917	107 352
\$1.00	4 075	6 106	647	1 361	12 188	18 170	10 046	1 097	2 435	31 747	69 632	31 705	3 538	2 938	107 814
\$1.50	2 681	5 341	588	1 035	9 644	18 838	10 448	1 121	2 632	33 040	69 973	31 700	3 574	3 050	108 296
\$2.00	2 570	4 684	523	804	8 581	19 128	10 792	1 162	2 813	33 895	69 865	32 072	3 571	3 040	108 548
\$2.50	1 653	4 263	462	608	6 986	19 706	10 927	1 206	2 961	34 799	70 100	32 100	3 576	3 092	108 868
\$3.00	1 140	3 626	420	309	5 495	19 267	10 795	1 163	2 910	34 135	70 155	32 305	3 581	3 132	109 172

### Volume 1: Instructions for Invited Respondents

The average annual revenue generated by this toll fee structure, as of 2012 and for the term of the Partnership Agreement, is illustrated in the following table, stated in millions of 2002 dollars.

Annual revenue for the term of the Partnership Agreement, with a collection point on the Bridge over the St. Lawrence River, based on an anticipated opening date in 2012, stated in millions of 2002 dollars

Year	N	Revenue (millions of 2002 dollars)					
		Basic Vehicle Rate During Peak Periods					
		50¢	\$1.00	\$1.50	\$2.00	\$2.50	\$3.00
2005	-	0.00	0.00	0.00	0.00	0.00	0.00
2006	-	0.00	0.00	0.00	0.00	0.00	0.00
2007	-	0.00	0.00	0.00	0.00	0.00	0.00
2008	-	0.00	0.00	0.00	0.00	0.00	0.00
2009	-	0.00	0.00	0.00	0.00	0.00	0.00
2010	-	0.00	0.00	0.00	0.00	0.00	0.00
2011	-	0.00	0.00	0.00	0.00	0.00	0.00
2012	1	0.93	1.58	1.82	2.04	1.98	1.69
2013	2	1.31	2.24	2.58	2.89	2.80	2.39
2014	3	1.51	2.58	2.97	3.33	3.23	2.76
2015	4	1.81	3.10	3.56	3.99	3.87	3.31
2016	5	1.93	3.29	3.79	4.24	4.11	3.51
2017	6	1.97	3.37	3.87	4.34	4.21	3.60
2018	7	1.99	3.40	3.91	4.38	4.25	3.63
2019	8	2.01	3.44	3.95	4.43	4.30	3.67
2020	9	2.03	3.47	3.99	4.47	4.34	3.70
2021	10	2.05	3.50	4.03	4.51	4.38	3.74
2022	11	2.07	3.54	4.07	4.56	4.42	3.78
2023	12	2.09	3.56	4.10	4.59	4.45	3.80
2024	13	2.10	3.59	4.13	4.62	4.48	3.83
2025	14	2.12	3.61	4.16	4.66	4.52	3.86
2026	15	2.13	3.64	4.19	4.69	4.55	3.89
2027	16	2.14	3.66	4.21	4.72	4.58	3.91
2028	17	2.15	3.68	4.23	4.74	4.60	3.93
2029	18	2.16	3.69	4.25	4.76	4.62	3.95
2030	19	2.17	3.71	4.27	4.79	4.64	3.97
2031	20	2.18	3.73	4.29	4.81	4.66	3.98
2032	21	2.19	3.75	4.31	4.83	4.68	4.00
2033	22	2.20	3.76	4.32	4.84	4.69	4.01
2034	23	2.20	3.76	4.33	4.85	4.70	4.02
2035	24	2.21	3.77	4.34	4.86	4.71	4.03
2036	25	2.21	3.78	4.35	4.87	4.72	4.04
2037	26	2.22	3.79	4.36	4.88	4.73	4.05
2038	27	2.22	3.79	4.36	4.88	4.73	4.05
2039	28	2.22	3.79	4.36	4.88	4.73	4.05
2040	29	2.22	3.79	4.36	4.88	4.73	4.05
2041	30	2.22	3.79	4.36	4.88	4.73	4.05
<b>Total</b>		<b>60.97</b>	<b>104.14</b>	<b>119.83</b>	<b>134.26</b>	<b>130.18</b>	<b>111.23</b>

Volume 1: Instructions for Invited Respondents

The following table illustrates the same revenue, stated in millions of nominal dollars. In 2021, at a basic rate of \$1.00 (stated in 2002 dollars) annual revenue is of the order of \$5.1 million.

Annual revenue for the term of the Partnership Agreement, with a collection point on the Bridge over the St. Lawrence River, based on an anticipated opening date in 2012, stated in millions of nominal dollars

Year	N	Revenue (millions of nominal dollars) Basic Vehicle Rate During Peak Periods					
		50¢	\$1,00	\$1,50	\$2,00	\$2,50	\$3,00
2005	-	0,00	0,00	0,00	0,00	0,00	0,00
2006	-	0,00	0,00	0,00	0,00	0,00	0,00
2007	-	0,00	0,00	0,00	0,00	0,00	0,00
2008	-	0,00	0,00	0,00	0,00	0,00	0,00
2009	-	0,00	0,00	0,00	0,00	0,00	0,00
2010	-	0,00	0,00	0,00	0,00	0,00	0,00
2011	-	0,00	0,00	0,00	0,00	0,00	0,00
2012	1	1,13	1,93	2,22	2,49	2,41	2,06
2013	2	1,63	2,78	3,20	3,59	3,48	2,97
2014	3	1,92	3,28	3,77	4,22	4,10	3,50
2015	4	2,35	4,01	4,61	5,17	5,01	4,28
2016	5	2,54	4,34	5,00	5,60	5,43	4,64
2017	6	2,65	4,53	5,22	5,84	5,67	4,84
2018	7	2,73	4,67	5,37	6,02	5,83	4,98
2019	8	2,82	4,81	5,54	6,20	6,01	5,14
2020	9	2,90	4,95	5,70	6,39	6,19	5,29
2021	10	2,99	5,10	5,87	6,57	6,38	5,45
2022	11	3,08	5,26	6,05	6,78	6,57	5,61
2023	12	3,16	5,40	6,21	6,96	6,75	5,77
2024	13	3,25	5,54	6,38	7,15	6,93	5,92
2025	14	3,34	5,70	6,56	7,35	7,12	6,09
2026	15	3,43	5,85	6,73	7,54	7,31	6,25
2027	16	3,52	6,01	6,91	7,75	7,51	6,42
2028	17	3,60	6,16	7,08	7,94	7,69	6,57
2029	18	3,69	6,31	7,26	8,13	7,88	6,74
2030	19	3,79	6,47	7,44	8,34	8,08	6,91
2031	20	3,88	6,63	7,62	8,54	8,28	7,08
2032	21	3,97	6,79	7,81	8,75	8,48	7,25
2033	22	4,06	6,94	7,98	8,94	8,67	7,41
2034	23	4,15	7,09	8,16	9,14	8,87	7,57
2035	24	4,24	7,25	8,34	9,35	9,06	7,74
2036	25	4,34	7,41	8,53	9,55	9,26	7,91
2037	26	4,43	7,57	8,72	9,77	9,47	8,09
2038	27	4,52	7,73	8,89	9,96	9,66	8,25
2039	28	4,61	7,88	9,07	10,16	9,85	8,42
2040	29	4,71	8,04	9,25	10,36	10,05	8,59
2041	30	4,80	8,20	9,43	10,57	10,25	8,76
<b>Total</b>		<b>102,23</b>	<b>174,62</b>	<b>200,92</b>	<b>225,11</b>	<b>218,27</b>	<b>186,49</b>

The study on traffic and toll revenue, as well as the resulting estimates, are intended solely for information purposes. The study findings were presented to the Invited Respondents at the general information session, and the methodology used for the study will be described during the topical information sessions. The

**Volume 1: Instructions for Invited Respondents**

---

Minister disclaims all liability, and in no way guarantees the accuracy of the study. Invited Respondents are responsible for carrying out appropriate studies in order to estimate traffic and the ensuing toll revenue. Further information can be found in the Electronic Data Room.

**2.4.2 Toll framework**

The toll framework is detailed in **Article 29** of **Volume 2**. The framework is based on a lower and higher threshold (cap and floor), with minimum and maximum tolls set by the Minister according to pre-defined rules. The Private Partner may, within this lower/higher threshold, set toll rates at its discretion, within certain conditions.

The main components of the toll framework are summarized in this section.

***Vehicle classification***

For toll purposes, vehicles will be divided into four categories:

- class 1: all vehicles less than 230 cm in height, which includes most passenger automobiles, motorcycles, minivans, and sports utility vehicles, as well as some light trucks;
- class 2: all vehicles 230 cm or more in height, which includes most tractor semi-trailers, heavy vehicles, recreational vehicles, non-exempt buses and other heavy commercial vehicles, other than non-standard vehicles;
- class 3: all vehicles exempt from the toll, subject to being equipped with transponders;
- class 4: all road vehicles operated by or for the Private Partner which are required for the construction, maintenance, operation and rehabilitation of the A-30 Section corridor.

Users of class 1 and 2 vehicles must pay a rate per axle.

Vehicles equipped with a transponder will have to be identified by their electronic signature as belonging to one of the above categories. Transponder client accounts will include, inter alia, data concerning the number of axles in order to determine the toll payable by the User.

Vehicles without a transponder will have to be categorized (class 1 or 2) by a measure of the vehicle's height, and will have to pay based on their class and the number of axles.

**Volume 1: Instructions for Invited Respondents**

---

The electronic toll system will have to be capable of immediately reading the transponder and simultaneously measuring the vehicle's height and counting the number of axles.

Class 3 vehicles will be exempt from the toll if they are equipped with a transponder. They include:

- road vehicles operated by or for an organization transporting the mobility impaired;
- buses operated by or for a public transportation organization;
- school buses;
- emergency vehicles;
- the Minister's road vehicles required for the construction, maintenance and rehabilitation of the A-30 Section corridor.

Class 4 vehicles equipped with a transponder will be exempt from tolls.

The Private Partner must charge and collect a toll on class 3 and 4 vehicles that are not equipped with a transponder as if they were class 1 or class 2 vehicles, as the case may be.

Finally, exceptional convoys that have received authorization from the SAAQ to use the bridge across the St. Lawrence River may be subject to special rates, to be determined on a case-by-case basis in accordance with the provisions of the Partnership Agreement.

***Toll setting******Tolls for class 1 and 2 vehicles***

Determining the tolls is left to the discretion of the Private Partner, subject to the requirements described below.

The tolls for class 1 and 2 vehicles will be calculated using the following equations:

- class 1 toll = number of axles x class 1 rate per axle;
- class 2 toll = number of axles x class 2 rate per axle.

The class 2 rate cannot be more than one and a half times the class 1 rate per axle.

**Volume 1: Instructions for Invited Respondents**

---

***Toll schedule***

Tolls must be based on a predetermined timetable (as opposed to dynamic tolls), at the discretion of the Private Partner, but subject to the toll framework described in the Partnership Agreement.

***Initial minimum and maximum tolls***

For the first 12 months following the Tolling Commencement Date, the initial toll cannot be less than \$0.30 or more than \$0.70 per axle for class 1 vehicles, expressed in Base date dollars. Tolls set by the Private Partner may vary freely within those limits.

***Tolls in subsequent years***

After the first 12 months following the Tolling Commencement Date, the minimum and maximum tolls will be adjusted annually according to the rate of inflation. Also, subject to achievement of the traffic volumes specified in the Partnership Agreement under the gradual toll increase system, minimum and maximum tolls will increase more quickly than the rate of inflation, in accordance with the provisions of the Partnership Agreement. Tolls set by the Private Partner may vary freely within the minimum and maximum rates.

**2.4.3 Collection framework**

Under the Partnership Agreement, the Private Partner has the authority to establish, charge, and collect tolls on behalf of the Minister with respect to any road vehicle or any class of road vehicle on a road infrastructure designated by the Minister, subject to any standards that the Government establishes by regulation.

***Agreement with the SAAQ***

Section 24 of *An Act Respecting Transport Infrastructure Partnerships*, R.S.Q. c. P-9.001 provides that the Private Partner must sign an agreement with the SAAQ in order to obtain personal information concerning the holder of the registration of a road vehicle registered in Québec. The Private Partner may not use nor convey the personal information obtained under the Partnership Agreement to anyone else except for the purposes of charging or collecting a toll.

The Minister has initiated discussions with the SAAQ in order to map out the guidelines for the agreement that the Private Partner will eventually have to enter into with the SAAQ. The draft agreement resulting from these discussions is included in Section 4 of **Schedule 16 Collateral Agreements** of **Volume 2**. The

**Volume 1: Instructions for Invited Respondents**

---

amounts indicated therein are for information purposes only, and are subject to modification in keeping with changes that might occur in the legislative, regulatory, or technological environment.

***Agreement with the Canadian Council of Motor Transport Administrators (CCMTA)***

The agreement to be entered into with the SAAQ only covers information concerning a vehicle registered in Québec.

The Private Partner may contact the CCMTA to enter into an agreement for obtaining personal information concerning the holder of the certificate of registration of a road vehicle registered elsewhere in Canada.

The CCMTA is a non-profit organization comprising representatives of the federal, provincial, and territorial governments in charge of administering, regulating, and controlling transportation by motor vehicle and road safety in Canada.

The CCMTA secretariat manages an electronic communication system known as the Inter-Provincial Record Exchange (IPRE), which is used by governments in the course of managing driver's licenses and vehicle registrations. The secretariat uses the system to provide access to the data to various organizations and corporations on behalf of the provinces and territories.

Pursuant to the agreement to be entered into, the CCMTA will obtain the information required by the Private Partner directly from the Canadian authorities concerned. The latter are not obliged to cooperate. In the event of a refusal, the Private Partner will have to contact the province or territory directly.

For vehicles registered in the United States, the Private Partner must reach an agreement with each relevant State.

**2.5 Specific taxation framework for the A-30 PPP Completion****2.5.1 Municipal taxation**

If properties and immovables that are subject to the A-30 PPP Completion are listed under the Private Partner's name on the property tax roll of a municipality and are subject to property taxes, the Minister will indemnify the Private Partner for the property taxes for all such properties and immovables, except immovables specifically excluded in the Partnership Agreement.

---

**Volume 1: Instructions for Invited Respondents**

---

**2.5.2 GST-QST**

Further to the Minister's request for a technical interpretation relating to the *Excise Tax Act* (R.S.C. (1985), c. E-15) (the "**ETA**") and the *Act respecting the Québec sales Tax* (R.S.Q., c. T-0.1) (the "**QSTA**"), the Ministère du Revenu du Québec (the "**MRQ**") has confirmed, *inter alia*, the following as regards the application of the Goods and Services Tax (the "**GST**") under the ETA:

a) Supplies made in the framework of the Partnership Agreement

Under the Partnership Agreement, the Minister owns the lands, while ownership of the works designed and built by the Private Partner shall pass to the Minister progressively as they are completed. In addition, the toll income belongs to the Minister and is collected by the Private Partner on behalf of the Minister.

Accordingly, the MRQ is of the opinion that the share of the construction costs borne by the Private Partner does not constitute consideration for a supply in the nature of a concession by the Minister to the Private Partner. Moreover, even if the MRQ were to find that there was a supply made by the Minister, its view is that the share of the construction costs borne by the Private Partner could not constitute consideration for such supply.

The MRQ also confirmed that the Partnership Agreement gives rise to a taxable supply of services by the Private Partner to the Minister, which supply consists of the design, construction, operation, maintenance and rehabilitation of the A-30 Section. This conclusion is based on the nature of the Partnership Agreement set out in **Section 1.2** thereof, which provides that it is an agreement *sui generis* which is imbued, *inter alia*, with the characteristics of a contract of enterprise and services within the meaning of Articles 2098 and following of the *Civil Code of Québec*.

b) Right to an input tax credit ("**ITC**") – design and construction costs

The Private Partner will be entitled to claim ITCs for the goods and services it acquires for the design and construction of the A-30 Section.

c) Tax treatment of OMR payments and toll remittances

As in the case of the design and construction payments, as described above, the OMR payments and toll remittances constitute consideration for a taxable supply of services by the Private Partner to the Minister.

d) Right to an ITC – operation, maintenance and rehabilitation costs

The Private Partner will be entitled to claim ITCs for the goods and services it acquires for the Operation, Maintenance and Rehabilitation of the A-30

**Volume 1: Instructions for Invited Respondents**

---

Section. The Private Partner will likewise be eligible for ITCs for the goods and services it acquires for the operation and maintenance of the electronic toll system.

e) MTQ's immunity from taxation

The Government's immunity from taxation has no impact on the tax status of the supplies the Private Partner makes to it. Accordingly, the supply of services to the Minister by the Private Partner will remain taxable, thus entitling the Private Partner to claim ITCs.

The MRQ's decision is subject to the limitations and general conditions set out in Section 1.4 of Chapter 1 of the *GST/HST Memoranda Series*. This decision will be binding on the MRQ if none of the questions raised in the request for a technical interpretation were, at the time of the request, under verification, objection or appeal, and if all the required facts and transactions in respect of which a decision was sought were described in sufficient detail.

Moreover, since the Québec sales tax (the “**QST**”) system and the GST one are in large part harmonized, the MRQ's interpretation of the QST's application to the matters raised is the same as the one provided in respect of the GST's application. However, insofar as the Private Partner constitutes a large corporation, it will be subject to the rules dealing with restrictions on input tax rebates set out in Section 206.1 QSTA.

The technical interpretation has been filed in the Electronic Data Room and it is incumbent upon the Private Partner to present, if it so desires, an advance ruling request in relation to the matters covered by such interpretation. Amongst other things, the advance ruling process is subject to certain conditions set out in the Ministère du Revenu du Québec's interpretation bulletin ADM.2/R7, including the condition regarding the deadline for carrying out the planned operations.

### **2.5.3 Income tax**

As regards income tax, it will be up to the Invited Respondents to plan their optimum structure, taking into account all the related tax consequences. The Private Partner shall be liable for all income taxes that apply to it.

Notwithstanding anything to the contrary contained in this **Volume 1**, the Invited Respondents are authorized to submit a request for an advance ruling or tax interpretation to Revenue Canada or Revenue Québec concerning the proposed Partnership Agreement (including any of its schedules) and to hold relevant discussions with either of those tax authorities in connection with their request for an advance ruling or tax interpretation.

**Volume 1: Instructions for Invited Respondents**

---

**2.6 Trade agreements**

Over the years, the Government has signed trade agreements with other governments, be it the Government of Canada, those of the provinces, territories or other States, that may apply, in whole or in part, to the A-30 PPP Completion. Mention should be made of the agreement for the opening of markets between the federal government, the provinces and the Canadian territories, entitled the *Agreement on Internal Trade*, the *Agreement on the Opening of Public Procurement for Ontario and Quebec*, the *Agreement on the Opening of Public Procurement for Quebec and New-Brunswick* and the *Intergovernmental Agreement on Public Procurement between the Government and the Government of the State of New York*.

### 3. Legislative framework and authorizations

#### 3.1 Legislative framework of the A-30 PPP Completion

The A-30 PPP Completion must be carried out by the Private Partner and, as the case may be, each of its Collaborators involved therein, in compliance with (i) all of the applicable laws and regulations of Quebec and Canada, including municipal laws, and (ii) the orders, decisions, etc. of any government or judicial authority, the whole as will be more fully stated in the Partnership Agreement. Some jurisdictions are shared by the Government, the federal government and the municipality such as authority pertaining to environmental matters.

Accordingly, it is suggested that Invited Respondents familiarize themselves with certain legislative provisions that might be of particular relevance to the A-30 PPP Completion.

As regards Québec laws, the following legislation should be mentioned: the TIPA, *An Act respecting the Agence des partenariats public-privé du Québec*, R.S.Q. c. A-7.002 and the *Environment Quality Act*, R.S.Q. c. Q-2 (the “EQA”), the *Public Administration Act*, R.S.Q. c. A-6.01 and the *Financial Administration Act*, R.S.Q. c. A-6.001. In addition to the provisions pertaining to public-private transport infrastructure partnerships, the TIPA stipulates certain rules respecting highway tolls and their collection.

On October 25, 2006, pursuant to TIPA, the Government adopted Order-in-Council No. 983-2006 which authorizes the Minister to define the A-30 PPP Completion and proceed with the Request for Qualifications.

On June 13, 2007, pursuant to the TIPA, the Government adopted Order-in-Council No. 438-2007 authorizing the Minister to proceed with the launch of the Request for Proposals, and to determine the criteria and procedure by which the Proposals submitted by the three Invited Respondents will be evaluated. These criteria and procedures are described in this Request for Proposals. After the process for the revision of the Partnership Agreement described in this volume has been completed, the Government will authorize the Minister, as applicable, to execute a partnership agreement with the Selected Proponent further to an Order-in-Council adopted under Section 5 of the TIPA and based on such conditions as the Government may determine.

As regards the laws of Canada that apply to the A-30 PPP Completion, in addition to certain applicable environmental laws such as the *Fisheries Act*, R.S.C. 1985, c. F-14 and the *Navigable Waters Protection Act*, R.S.C. 1985, c. N-22, the Invited Respondents must also pay special attention to the prescriptions of the *Federal Accountability Act*, S.C. 2006, c. 9, the *Financial Administration Act*, R.S.C. 1985, c. F-11, the *Federal Real Property and Federal Immovables Act*, S.C. 1991, c. 50, and the *Highway 30 Completion Bridges Act*, S.C. 2005, c. 37.

---

**Volume 1: Instructions for Invited Respondents**

---

As regards, more specifically, the *Highway 30 Completion Bridges Act*, it received assent and came into force on November 3, 2005. This act authorizes the Government to erect and maintain the bridges located in the Western Portion spanning the St. Lawrence River and the Beauharnois Canal respectively. It stipulates a certain number of requirements to be satisfied and authorizations to be obtained by the Government. On December 14, 2006, the Governor General-in-Council adopted Order-in-Council No. 2006-1582 which authorizes the sites and the clearances for the bridges spanning the St. Lawrence River and the Beauharnois Canal.

### **3.2 Procedures, requirements and authorizations pertaining to the environment, the protection of agricultural land, municipal issues and third parties**

As regards the environment, the protection of agricultural land and municipal issues, various measures have been instituted, which have, in particular, resulted in the adoption of orders-in-council and the issuance of authorizations or notices of compliance allowing certain work or activities to be carried out which are part of the A-30 Completion and, more particularly, the A-30 PPP Completion.

The Private Partner must, amongst other things, comply with all amendments, additions or provisions of a legislative, regulatory or administrative nature dealing with the environment, at the federal, provincial, regional and municipal levels, which apply to the A-30 PPP Completion.

The Private Partner must take into account the obligations existing under the laws and regulations in force in Québec with a view to obtaining, maintaining in force and renewing the necessary permits and authorizations to carry out and manage the A-30 PPP Completion throughout the term of the Partnership Agreement.

Lastly, certain steps have been initiated with third parties to permit certain activities in connection with the A-30 PPP Completion. Such activities would include, for instance, the erection of bridges across the St. Lawrence Seaway and the Beauharnois Canal and the construction of the tunnel under the Soulanges Canal, and those that may be affected by the presence of railroads.

### **3.3 The Government environmental procedures and requirements**

The Government's environmental authorizations are issued by the Ministère du Développement durable, de l'Environnement et des Parcs. Most notably, two types of authorizations are required: a certificate of authorization for the work (the "**CAR**") and the certificate of authorization for construction (the "**CAC**").

The Government's environmental assessment procedure makes it possible to take into consideration, study, and interpret all factors that have an impact on

**Volume 1: Instructions for Invited Respondents**

---

ecosystems, resources, and the quality of life of individuals and communities. Informing and consulting the public, based on individual, group, and community values, plays a major role in the assessment procedure.

In keeping with the assessment and review process, the Ministère conducted an impact study of the A-30 Completion, as it pertains to some of the stretches included in the A-30 PPP Completion. First, a BAPE commission was mandated to hold public hearings on the A-30 Completion. Further to the BAPE's recommendation, the Cabinet of Ministers authorized part of the work on the A-30 PPP Completion, subject to certain conditions under the CAR – Western Portion.

The Private Partner will be responsible for obtaining all authorizations required under the EQA including, in particular, the CACs required under Section 22 and, as the case may be, the authorizations required under Section 32 of the EQA.

**3.3.1 Environmental authorizations from the Government of Québec**

Pursuant to Order-in-Council No. 509-99 dated May 5, 1999, the Government issued the CAR – Western Portion, being the work authorization certificate, to the Minister for the A-30 Completion between Châteauguay and Autoroute 20 in the jurisdictions of the MRCs of Roussillon, Salaberry-de-Valleyfield and Vaudreuil-Soulanges. This work authorization certificate covers the entire Western Portion, except the stretch of the A-530 that runs from Pie-XII to the western end of the A-530 (near Route 201) for which no work authorization certificate is required. In this regard, the Minister obtained a notice of exemption from the requirements Section 31.1 of the EQA, which is available in the Data Room. However, the Private Partner is still responsible for obtaining the CACs and other relevant authorizations, not only for that stretch but also for the other stretches included the Western Portion.

Accordingly, before it begins construction on the structures forming part of the A-30 PPP Completion, the Private Partner will have to meet all of the applicable requirements of the CAR – Western Portion, the CAR – Supplemental A-30 Sections and any CACs then in force, and all other terms prescribed by the laws and regulations applicable in Québec, including *An Act respecting the Conservation and Development of Wildlife*, R.S.Q. c. C-61.1.

As regards the environmental authorizations that may be required for the Supplemental OMR Activities, the Private Partner is required to comply with all obligations that may arise under the CAR – Supplemental A-30 Sections and any CACs issued for the Supplemental A-30 Sections that are still applicable. Similarly, it is required to obtain, where applicable, any environmental authorizations pertaining to its carrying out the Supplemental OMR Activities.

**Volume 1: Instructions for Invited Respondents**

---

**3.4 Municipal procedures, requirements and authorizations in Québec****3.4.1 Municipal authorizations**

Municipal jurisdiction covers matters such as:

- through streets;
- public safety (e.g.: blasting);
- wastewater discharge;
- noise and nuisance control;
- historic buildings, areas and sites;
- ecological reserves and parks;
- clean air;
- water runoff.

Municipal by-laws apply to every individual, agency or company that wishes to carry out construction work within the limits of a municipality. The Private Partner must also submit its plans and specifications to the relevant municipalities and obtain such permits and certificates as may be required under their respective by-laws.

Furthermore, as indicated above, some municipal jurisdictions are shared with the Québec and federal governments. As a result, some of the works may require separate authorization from each jurisdictional authority concerned.

**3.4.2 Authorizations from regional county municipalities**

Government initiatives such as infrastructure are governed by *An Act respecting Land use and planning and development* R.S.Q., c. A-191. Under the said Act and the applicable municipal by-laws, the Minister has obtained notices of conformity from the MRCs of Roussillon, Beauharnois-Salaberry and Vaudreuil-Soulanges regarding the objectives of their land use plans. If necessary, the Private Partner must renew the said notices. These notices of conformity from the MRCs of Roussillon, Beauharnois-Salaberry and Vaudreuil-Soulanges will expire on February 22, 2009, April 19, 2009 and June 21, 2009, respectively. The Private Partner must also obtain authorizations from any MRCs that may have adopted a by-law on water runoff under the *Municipal Powers Act*, R.S.Q. c. C-47.1, as is the case, for instance, with the MRCs of Roussillon and Vaudreuil-Soulanges.

---

**Volume 1: Instructions for Invited Respondents**

---

In addition, in conjunction with the application of their development plan and zoning by-laws, municipalities are responsible for administering the *Protection Policy for Lakeshores, Riverbanks, Littoral Zones and Floodplains* adopted by the Government under Section 2 of the EQA. If the Private Partner plans to build structures on a floodplain, such as when building bridges, it has an obligation to obtain all authorizations and/or variances required under the said policy from the relevant municipalities.

### **3.5 Federal government environmental procedures and requirements**

The A-30 PPP Completion is subject to the environmental assessment procedure set out in the CEAA.

The federal authorities' environmental assessment and environmental authorization procedures are significantly different from those of the Québec environmental authorities. At the federal level, government activities are subject to compliance with the environmental legislative procedure set out in the CEAA, with the result that the attribution of powers is conditional on compliance with various environmental assessment procedures such as the performance of an environmental feasibility study. In view of, amongst other things, the federal government's commitment to finance part of the work on the A-30 PPP Completion, the federal Minister of Transport is one of the authorities in charge of the feasibility study on the Western Portion of the A-30 PPP Completion. Once the feasibility study is completed, various permits will have to be obtained, such as permits from FOC under the *Fisheries Act*, R.S.C., 1985 c. F-14.

#### **3.5.1 Federal environmental authorizations**

The Minister prepared an environmental feasibility study on the A-30 PPP Completion (the “EFS”) in accordance with the requirements of Transport Canada, Infrastructure Canada and FOC. On October 27, 2006, the Canadian Environmental Assessment Agency released a decision on the EFS stating that, “The authority may exercise any power or perform any duty or function with respect to the project because, after having considered the screening report, the authority is of the opinion that the project is not likely to cause significant adverse environmental effects”. The Agency's decision refers to 133 mitigation and remedial measures, certain requirements in terms of the design and construction of the A-30 PPP Completion (e.g.: number of piers in certain watercourses) and the filing of documents, to be carried out, satisfied or improved by the Private Partner (in the case of measures or design requirements). The Private Partner will then submit final plans and specifications to the relevant authorities in order to obtain, in particular, the required authorizations from the various relevant departments under the *Fisheries Act*, R.S.C. 1985, c. F-14 and the *Navigable Waters Protection Act*, R.S.C. 1985, c. N-22. Where the Private Partner's activities might lead to the deterioration, destruction or disturbance of the fish habitat, the

**Volume 1: Instructions for Invited Respondents**

---

Private Partner will be required to obtain the appropriate authorizations and, where applicable, will be responsible for implementing any related remedial measures.

**3.5.2 FOC – Fisheries Act - Protection of fish habitat**

Authorizations will be required from FOC concerning the destruction, deterioration or disturbance of the fish habitat pursuant to the *Fisheries Act*. Further particulars can be found in Volume 3, chapter 4.

**3.5.3 Navigable waters**

The sections comprising the A-30 PPP Completion must span several watercourses and accordingly the *Navigable Waters Protection Act*, R.S.C. 1985, c. N-22 and the *Highway 30 Completion Bridges Act*, S.C. 2005 c. 37 may apply. For purposes, in particular, of identifying the constraints affecting the A-30 PPP Completion, steps were taken with the federal Department of Transport and Transport Canada regarding the application of the said acts to the following watercourses: the Châteauguay River, the Saint-Louis River, the Beauharnois Canal, the St. Lawrence Seaway, the St. Lawrence River and the Soulanges Canal. Certain constraints were identified and discussed and the clearances for the bridges spanning the aforementioned watercourses were established in respect of the reference project. The Private Partner is responsible for obtaining the final authorizations and permits under the *Navigable Waters Protection Act*, R.S.C. 1985, c. N-22 and the *Highway 30 Completion Bridges Act*, S.C. 2005 c. 37 that will apply to the bridges spanning the said watercourses.

**3.6 Procedures, requirements and authorizations pertaining to the protection of agricultural land**

The major part of the Infrastructure to be built, rehabilitated and operated in connection with the A-30 Completion and, more particularly, the A-30 PPP Completion, is located in an agricultural zone. Accordingly, to carry out the A-30 Completion it will be necessary to obtain authorizations from the CPTAQ or from the Government. In order to carry out the A-30 PPP Completion, the Minister has obtained the appropriate authorizations from the Government and the CPTAQ to use the lots or parts of lots located in an agricultural zone for non-agricultural purposes. In this regard, the Government adopted Order-in-Council No. 538-2006, and the CPTAQ handed down numerous decisions<sup>1</sup>. The Private Partner will be bound to comply with the applicable agricultural protection laws, permits and

---

<sup>1</sup> The CPTAQ handed down the following decisions: Numbers 67050 – 244707, 67055 – 244708, 70020 – 244709, 70026 – 244710, 70055 – 244711, 70080 – 244712, 71050 – 244713, and 71083 – 244714.

**Volume 1: Instructions for Invited Respondents**

---

authorizations throughout the term of the Partnership Agreement. Moreover, should it become necessary to use more agricultural land than that already covered by the authorizations obtained by the Minister, the Private Partner will be required to obtain the relevant authorizations.

**3.7 Agreements with third parties**

For purposes of carrying out the A-30 PPP Completion, numerous agreements must be entered into between the Ministère and third parties between now and the execution of the Partnership Agreement. Such agreements pertain to the obtaining of rights of access and temporary and permanent rights of use for the site and determining the conditions for the exercise of such access rights, both during the design and construction period of the Infrastructure and during the operating period. Such agreements will also pertain to the determination of various constraints affecting the construction of the Western Portion of the A-30 PPP Completion. Various agreements will be entered into with, inter alia, the St. Lawrence Seaway Management Corporation, Transport Canada, Hydro-Québec (Production), Canadian National and CSX for purposes of building the bridge across the St. Lawrence Seaway and the Beauharnois Canal. Other agreements will also have to be entered into with Hydro-Québec (Distribution), Canadian National, CSX and other parties to permit the crossing and construction of the Infrastructure.

All existing agreements with third parties and all draft agreements with third parties as well as the terms of specific agreements with third parties which are available as at January 31, 2008 will be filed in the Electronic Data Room to enable the Invited Respondents to prepare their respective proposals. Any discrepancy in the draft agreements with third parties or the terms of specific agreements with third parties will be deemed to be a Minister change for purposes of the Partnership Agreement.

**3.8 Utility Agreements**

The Minister has entered into Utility Agreements that impact the A-30 PPP Completion with the following utility suppliers: Hydro-Québec Distribution, Hydro-Québec Trans Énergie, Gaz Métro and Bell Canada. Only Hydro-Québec Distribution, Bell Canada and Gaz Métro will carry out Specific Utility Work.

## 4. Consultation and Selection Process

### 4.1 Principal stages

#### 4.1.1 Signing of the Submission Agreement and the discharge form

The launch of the Request for Proposals is marked by the sending of **Volume 1** of the Request for Proposals to the Invited Respondents, who have until June 27, 2007 at 3:00 p.m. (Montréal time) to comment, in French, on the draft Submission Agreement found in **Schedule 1-1**, using Microsoft Word's Track Changes feature. Comments must be sent by letter, e-mail or fax to the Minister's Representative pursuant to the coordinates provided in **Section 7.3** of this **Volume 1**. Once the comments are received, the Minister will send the Invited Respondents, on July 4, 2007, the final version of the Submission Agreement that incorporates the accepted amendments. The Invited Respondents will then be asked to sign and return the final version of the Submission Agreement, in French and unamended, to the Minister's Representative by July 11, 2007 at 3:00 p.m. (Montréal time) in a sufficient number of counterparts to account for all of the signatures prescribed by the Submission Agreement.

In the same package, Invited Respondents must enclose the following documents:

- resolutions or other similar instruments authorizing a representative of the Invited Respondent, each Member and each Participant to sign the Submission Agreement. These documents may be in French or English;
- the discharge form, duly completed and signed by each Key Individual or his duly authorized representative. If the discharge form is signed by the Key Individual's authorized representative, it must be accompanied by the mandate or power of attorney authorizing the representative to sign on behalf of the Key Individual. The discharge form and, as the case may be, the mandate or power of attorney, may be in French or English. The discharge form must be in the form and wording found in **Schedule 1-17**, without any amendments.

Signing of the Submission Agreement and the discharge forms is required in order to gain access to the Electronic Data Room, continue to participate in the Consultation and Selection Process, to submit a Proposal for the A-30 PPP Completion, and to obtain payment of the Final Compensation or the Allowance, as applicable.

A fourth Respondent also qualified under the Request for Qualifications. Should any of the Invited Respondents fail to sign the Submission Agreement by the deadline or satisfy the conditions related thereto, or fail to deliver discharge forms signed by each Key Individual, the Minister may, prior to the execution of the

**Volume 1: Instructions for Invited Respondents**

---

Partnership Agreement and at his sole discretion, invite the fourth Qualified Respondent to participate in this Request for Proposals. An Invited Respondent that is in default as aforesaid will therefore be excluded from the Consultation and Selection Process.

**4.1.2 Identification of the Invited Respondent's contact person**

Each Invited Respondent must provide the name and the contact details of the Invited Respondent's Contact Person to whom the Minister's Representative should address any requests, questions, or clarifications. The Invited Respondent's Contact Person must be the only person who contacts the Minister's Representative with queries.

The contact details must include phone and fax numbers, as well as e-mail and mailing addresses. All of this information must be provided to the Minister's Representative no later than upon the return of the final version of the Submission Agreement signed by the Invited Respondent.

**4.1.3 Receipt of Volumes 2 and 3 of the Request for Proposals and access to the Electronic Data Room**

Once the signed final version of the Submission Agreement is received by the Minister's Representative, Invited Respondents will receive a letter containing instructions for using the Electronic Data Room and access and update procedures, along with one or more DVDs containing data. The Invited Respondents will then be asked to access the Electronic Data Room in order to download **Volumes 2 and 3** of the Request for Proposals and to access other information relevant to the A-30 Completion, the A-30 PPP Completion and the Supplemental OMR Activities that is made available by the Minister, as described in **Section 4.2**.

**4.1.4 General information session**

A multilateral general information session will be held on July 26, 2007 involving persons designated by the Minister, the Invited Respondents and their Collaborators in order to facilitate the development of their Proposals. This "kick-off" session will be conducted in French, with simultaneous interpretation in English, and will cover the following topics:

- general description of the A-30 Completion;
- technical presentation of the physical layout of the A-30 Completion;
- main environmental obligations;

**Volume 1: Instructions for Invited Respondents**

---

- presentation of the traffic and toll revenue study, rate policy and collection framework;
- compensation of the Private Partner;
- the Consultation and Selection Process;
- presentation of third-party agreements.

The information provided in these presentations is intended solely for guidance.

Each Collaborator who wishes to attend the general information session must sign the waiver and discharge form found in Schedule B of the Submission Agreement. The waiver and discharge must be handed over at the door of the room where the general information session will be held, failing which the Collaborator will be denied admission.

Attendance at the general information session by at least one representative of each Invited Respondent is mandatory. The Invited Respondent's representative must be its contact person or one of its Key Individuals. The Invited Respondents may invite a limited number of Collaborators to the session. The total number of attendees (including the Invited Respondent and its Collaborators) is limited to fifteen (15) per Invited Respondent.

#### **4.1.5 Topical information sessions**

Each Collaborator who is interested in attending the topical information sessions must sign the waiver and discharge form found in Schedule B of the Submission Agreement and must present it at the door of the room where the topical information sessions will be held, failing which they will be denied admission.

These topical information sessions will be conducted in both French and English, depending on the language of the expert who is giving the presentation. No simultaneous interpretation will be provided.

Attendance at each topical information session by at least one representative of the Invited Respondent is mandatory. The Invited Respondent's representative must be the Invited Respondent's Contact Person or one of its Key Individuals. The Invited Respondents may invite a limited number of Collaborators to the session. The total number of attendees (including the Invited Respondent and its Collaborators) at each topical information session is limited to six per Invited Respondent.

**Volume 1: Instructions for Invited Respondents**

---

Three topical information sessions are planned:

- a half-day multilateral topical information session will be held on August 1, 2007 involving persons designated by the Minister (primarily traffic, revenue, toll system and rate-setting experts), the Invited Respondents and their Collaborators;
- a half-day multilateral topical information session will also be held on August 1, 2007 involving persons designated by the Minister, the Invited Respondents and their Collaborators. This session will deal with third-party agreements, such as those with Hydro-Québec, CN and the St. Lawrence Seaway Management Corporation;
- a full-day multilateral topical information session will be held on August 2, 2007 involving persons designated by the Minister (primarily geotechnical, drainage, civil engineering and roadwork experts), the Invited Respondents and their Collaborators.

The information provided in these presentations is intended solely for guidance.

**4.1.6 Discussion workshops**

Bilateral discussion workshops involving persons designated by the Minister, the Invited Respondent and its Collaborators are planned. The topics and rules for participation are found in **Section 4.3**.

**4.1.7 Submission of comments by the Invited Respondents concerning the draft Partnership Agreement and Technical Specifications**

The Invited Respondents will be asked to submit questions, comments, and suggested changes to the draft Partnership Agreement found in **Volume 2** and to the Technical Specifications in **Volume 3**, according to the procedure described in **Section 4.4** of this **Volume 1**.

**4.1.8 Transmission of revised versions of the Partnership Agreement and Technical Specifications to the Invited Respondents**

The Invited Respondents will have three opportunities to comment on the Partnership Agreement and Technical Specifications. In response to the comments and suggestions received from the Invited Respondents, revised versions of the Partnership Agreement and Technical Specifications will be distributed by way of addenda to indicate the amendments accepted by the Minister and the amendments that the Minister finds advisable, at his sole discretion. Each Invited Respondent's Proposal must be based on the fourth

**Volume 1: Instructions for Invited Respondents**

---

version of the Partnership Agreement dated February 25, 2008, including **Schedule 5 Technical Requirements**, and its addenda, if any.

**4.1.9 Submission of the Proposals**

As stated above, each Invited Respondent's Proposal must be based on the fourth version of the Partnership Agreement and Technical Specifications that they will have received. The Minister intends to enter into the Partnership Agreement with the Selected Proponent on the basis of that version, without negotiations or substantial changes, subject to the Government's authorization and changes to include features that are specific to the Selected Proponent's Proposal.

As mentioned in **Section 5.2**, Invited Respondents must deliver a Security Deposit in the form of an irrevocable letter of credit to the Minister in the amount of three million Canadian dollars when submitting the Technical Component.

Invited Respondents must submit their Proposals as instructed in **Article 7** of this document.

**4.1.10 Evaluation of the Proposals**

The Proposals that are received will be subject to a six-stage evaluation, as described in **Article 6**. Only those Proposals containing an eligible Technical Component and which successfully pass the commercial compliance evaluation will move on to the next stage, being the evaluation of technical compliance. Only the Invited Respondents submitting a compliant Technical Component will be invited to submit the Financial Component. Afterward, only those Proposals containing a compliant Financial Component will move on to the financial compliance evaluation stage. Finally, the Proposals with Financial Components that have successfully passed the financial compliance evaluation stage will be evaluated on the basis of the lowest price for purposes of determining the Selected Proponent in accordance with the terms and conditions of **Section 6.7**.

That is when the Minister will determine whether or not he will be awarding the Supplemental OMR Activities to the Private Partner. The criteria for his decision are set out in **Section 6.7**.

**4.1.11 Choice and announcement of Selected Proponent**

From the eligible Proposals that are found compliant at all stages, the Selection Committee will identify the Proposal offering the lowest price, expressed by the present value of the construction payments, capital payments and OMR payments indicated on the price forms as found in **Schedules 1-11** and **1-12**, in accordance

**Volume 1: Instructions for Invited Respondents**

---

with the price evaluation criteria in **Section 6.7**, and will recommend the choice of a Selected Proponent to the Minister.

**4.1.12 Additional Security Deposit**

Once the Notice of Selection of the Selected Proponent has been issued, the Selected Proponent will have five business days to provide the Minister with the Additional Security Deposit in the additional amount of 15 million dollars, as set out in **Section 3.4** of the Submission Agreement found in **Schedule 1-1**. The Additional Security Deposit must be valid from the date of its delivery until the expiry date of the Security Deposit delivered when the Technical Component is filed (see **Section 5.2**). The Additional Security Deposit may be in French or English, but it must be fully compliant with the form attached as **Schedule 1-9**.

Once the Additional Security Deposit has been received, the name of the Selected Proponent will be announced and a Notice of Selection of the Selected Proponent will be delivered to each Invited Respondent having filed a Proposal.

**4.1.13 Commercial closing**

Once the Notice of Selection of the Selected Proponent has been issued, the last stages leading to the commercial closing will involve finalizing the legal documentation that implements and leads to the signature of the Partnership Agreement and the Initial Financing agreements. The commercial transaction will culminate with the Financial Closing.

No material amendments shall be made to the fourth version of the Partnership Agreement other than changes to incorporate specific details of the Selected Proponent's Proposal. Should the Selected Proponent refuse to sign the revised final version of the Partnership Agreement with the agreed-upon form and content, the Minister may exercise his rights against all or part of the Security Deposit or Additional Security Deposit, and may draw on them and use the proceeds at will. Furthermore, it is entirely at the Minister's discretion to name another Invited Respondent as the Selected Proponent by initiating discussions with the Invited Respondent who submitted the eligible Proposal with the lowest price after that of the Selected Proponent considered to be compliant with the second lowest cost, expressed by the present value of the construction payments, capital payments and OMR payments entered on the forms found in **Schedule 1-11** and **Schedule 1-12**, in accordance with the terms and conditions of **Section 6.7**.

Notwithstanding the foregoing, the signing of the Partnership Agreement by the Minister is contingent upon obtaining the Government's prior authorization and such conditions as the Government may determine, as the case may be.

---

**Volume 1: Instructions for Invited Respondents**

---

**4.2 Electronic Data Room**

Given the large amount of documentation that is available concerning the A-30 Completion, the A-30 PPP Completion and the Supplemental A-30 Sections, the Minister has created an Electronic Data Room for accessing material that the Invited Respondents may find useful in preparing their Proposals. The Invited Respondents will also receive several DVDs containing data on the A-30 PPP Completion, including the Supplemental A-30 Sections. The data will generally be in Acrobat (PDF) format, the source files will sometimes be in MS Excel (.xls) format or MS Word (.doc) or Autocad (.dwg) format, for instance. It is entirely the responsibility of the Invited Respondents to ensure that they have the software required to access and use the information. It is important to note that no hard copies of the technical data will be provided.

The Electronic Data Room is dynamic, and is housed at a secure site. Its contents include **Volumes 1, 2, and 3** of the Request for Proposals, addenda, questions and answers, as well as any new information that the Minister might decide to convey to the Invited Respondents. Ultimately, the Electronic Data Room will contain the Partnership Agreement integrating **Volume 3** and its **Schedule 5 Technical Requirements**, on which the Invited Respondents must rely to prepare their Proposals. Each Invited Respondent is responsible for examining the information that is available at the secure site in a diligent and timely manner.

The structure of the Electronic Data Room is described in **Schedule 1-21**.

Access to the Electronic Data Room is restricted, and arrangements have been made with Merrill Corporation (which manages the secure site) to provide the Invited Respondents with 24/7 technical support.

All information found in the Electronic Data Room, on the DVD, or any modification or update that is made available to the Invited Respondents is subject to the confidentiality obligations set forth in **Section 11** of the Submission Agreement as well as the provisions contained in **Section 8.12** of this **Volume 1**.

**4.3 Discussion workshops**

The purpose of the bilateral discussion workshops is to give the Invited Respondents an opportunity to make comments and to request clarifications. These workshops will be discussion forums, so that the Invited Respondents can gain a better understanding of the A-30 Completion, the A-30 PPP Completion and the Supplemental A-30 Sections, while making the Minister aware of their concerns.

Eight workshops will be held between September 3 and December 20, 2007 in order to discuss the following topics, and two additional workshops, one dealing

**Volume 1: Instructions for Invited Respondents**

---

with the construction schedule and the other with the terms of **Volume 1**, have been added in the interim:

***Workshop 1 – Technical Specifications and studies***

- technical Specifications that the Private Partner must meet in designing, building, operating, maintaining, and rehabilitating the works, and end-of-term requirements.

***Workshop 2 – Payment mechanisms and Partnership Agreement***

- Private Partner's compensation;
- other terms of the Partnership Agreement dealing with the compensation mechanisms.

***Workshop 3 – Environment – Permits and authorizations***

- requirements for CAR – Western Portion and CAR – Supplemental A-30 Sections and procedure for obtaining the CACs (responsibilities of the Private Partner and the Minister);
- federal approvals required and steps taken by the Minister (responsibilities of the Private Partner and the Minister);
- municipal and MRC approvals required and steps taken by the Minister (responsibilities of the Private Partner and the Minister).

***Workshop 4 – Traffic, revenue and rate policy***

- modelling assumptions;
- traffic and revenue forecasting model;
- sensitivity analysis;
- rate policy.

***Workshop 5 – Technical Specifications and studies (additionnal workshop)***

**Volume 1: Instructions for Invited Respondents**

---

***Workshop 6 – Discussions with each of the Invited Respondents regarding their respective comments on the first draft Partnership Agreement and the Technical Specifications******Workshop 7 – Submission of Proposals and compliance requirements***

- commercial compliance requirements;
- technical compliance requirements;
- financial compliance requirements;
- price offer requirements.

***Workshop 8 – Discussions with each of the Invited Respondents regarding their respective comments on the second version of the draft Partnership Agreement and the Technical Specifications***

The topics of discussion will be limited to those listed above. Other workshops may be held at the request of the Invited Respondents, if the Minister deems it appropriate. These additional workshops will be offered to all the Invited Respondents, but attendance will not be mandatory.

The discussion workshops will be governed by the following rules:

***Fairness of the process***

Each workshop is bilateral, which means that the discussions will involve one Invited Respondent at a time and the Minister. These discussions with each Invited Respondent will be treated confidentially and separately from the bilateral discussions with the other Invited Respondents. No record of the discussions will be distributed to the Invited Respondents.

The bilateral discussions will not give one Invited Respondent access to information that is not available to the others.

If changes have to be made to the Request for Proposals, or if new information must be communicated to all following the workshops, they will take the form of addenda or clarifications made available to all Invited Respondents in the form of additional or revised documentation that is accessible in the Electronic Data Room.

**Volume 1: Instructions for Invited Respondents**

---

***Communication prior to the workshops***

Invited Respondents will receive an invitation to submit the items that are pertinent to the workshop topic and that they would like to see on the agenda. They will also be asked to indicate any specific questions that they would like to discuss.

The Minister's Representative must receive the Invited Respondent's reply no later than six business days before the week the workshop is scheduled to take place. The first Invited Respondents to confirm their attendance in response to the invitation will have first choice of workshop dates.

The Minister's Representative will then send them confirmation of their reservation by e-mail, as well as the workshop's terms and conditions.

***Communication during the workshops***

Statements that are made at the workshops are not binding upon the Government, the Minister, or their respective directors, officers, representatives, managers, employees, consultants, advisors, experts, agents, successors, and respective assigns. Collaborators who wish to attend a discussion workshop must sign the release found in Schedule B of the Submission Agreement, and hand it over at the door of the room where the workshop will be held, failing which they will be denied admission.

Invited Respondents who would like to receive a formal answer to a question are asked to submit the question on the form found in **Schedule 1-18**, according to the procedure described in **Section 7.4**.

***Representatives***

The attendance of at least one representative for each Invited Respondent at the workshops is mandatory, and the Invited Respondent's representative who attends the workshops must be the Invited Respondent's Contact Person or one of the Key Individuals. However, the maximum number of attendees (including the Invited Respondent and its Collaborators) is nine per Invited Respondent.

In addition to the Collaborators, the following persons will attend each workshop:

- the Minister's Representative;
- other persons designated by the Minister;
- the Process Auditor, at his complete discretion.

**Volume 1: Instructions for Invited Respondents**

---

**4.4 Procedure for submitting comments on Volumes 2 and 3**

Invited Respondents are asked to submit their comments and suggested changes to the draft Partnership Agreement (**Volume 2**) and Technical Specifications (**Volume 3**) by October 12, 2007.

Based on these comments and suggestions, and after the discussion workshops have been held, a revised version dated November 28, 2007 (version 2) of the draft Partnership Agreement and the Technical Specifications will be distributed to the Invited Respondents, reflecting the changes that are made or accepted by the Minister, entirely at the latter's discretion.

Invited Respondents will then be asked to submit their comments and suggested changes regarding the specific provisions of version 2 of the draft Partnership Agreement (**Volume 2**) and the Technical Specifications (**Volume 3**) by December 12, 2007.

Based on these comments and suggestions, and after the discussion workshops have been held, a revised version (version 3) of the Partnership Agreement, including **Schedule 5 Technical Requirements**, will be distributed to the Invited Respondents on January 25, 2008, reflecting the changes that are accepted by the Minister or that he himself deems advisable, entirely at the latter's discretion.

Finally, Invited Respondents will be asked to submit their comments and suggested changes exclusively regarding the specific provisions of version 3 of the draft Partnership Agreement (**Volume 2**) and the Technical Specifications (**Volume 3**) by February 7, 2008.

Based on these comments and suggestions, a revised version (version 4) of the Partnership Agreement, including **Schedule 5 Technical Requirements**, will be distributed to the Invited Respondents on February 25, 2008, reflecting the changes that are accepted by the Minister or that he himself deems advisable, entirely at the latter's discretion.

Invited Respondents must submit their comments and suggested changes, in French, within the body of **Volumes 2 and 3** by using the Track Changes feature found in Microsoft Word 2000 and later versions. Passages that Invited Respondents would like to have deleted will therefore be struck out, and inserts will appear underlined.

Invited Respondents must also add a cover page to their revised **Volumes 2 and 3** that contains the following synoptic table:

## Volume 1: Instructions for Invited Respondents

	Reference to the Partnership Agreement (Volume 2) or the Technical Specifications (Volume 3) (section and schedule or appendix as the case may be)	Proposed wording	Rationale for the change
1.			
2.			
3.			
4.			

The Partnership Agreement and Technical Specifications containing the Invited Respondent's comments must be submitted to the Minister's Representative in the following form:

- one electronic copy in MS Word format;
- the original on paper (8½" x 11" or equivalent (A4)) signed by the Invited Respondent's Contact Person;
- invited Respondents may only submit one set of comments for each of the three drafts of the Partnership Agreement and Technical Requirements, unless notified otherwise by the Minister.

The Minister reserves the right to make such changes as he deems appropriate, at his complete discretion, up to March 26, 2008, in particular as regarding the aspects of the fourth version of the Partnership Agreement, including **Schedule 5 Technical Requirements**, or to correct clerical errors or to correct or add particulars to one or more provisions of the Partnership Agreement, including the Technical Requirements. However the Minister does not intend to issue any new addenda.

The Minister plans to complete discussions concerning the Partnership Agreement during the Consultation and Selection Process, such that version 4 of the Partnership Agreement, including **Schedule 5 Technical Requirements**, once published, as amended by addenda (if any), can be signed by the Selected Proponent with no further negotiations or material changes other than those required to incorporate specific details of the Selected Proponent's Proposal, subject to the Government's authorization further to such terms and conditions as the Government may require, at its complete discretion. Invited Respondents must prepare their Proposals on the basis of version 4 of the Partnership Agreement including **Schedule 5 Technical Requirements**, as amended by addenda (if any).

**Volume 1: Instructions for Invited Respondents**

---

**4.5 Transparency of the Consultation and Selection Process**

The Request for Qualifications and **Volume 1** of the Request for Proposals will be made public.

Furthermore, the entire Consultation and Selection Process, up to the Financial Closing, will be under the scrutiny of the Process Auditor, whose progress reports will also be made public. the following material will also be released to the public following the Financial Closing:

- the Partnership Agreement, with the exception of information that may be restricted as provided in the *Act respecting access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1 which will be deleted by the Minister after consulting the Private Partner;
- a summary of the comparative study that was conducted by the Minister, which determined a PPP to be the best option for undertaking the A-30 PPP Completion.

### Volume 1: Instructions for Invited Respondents

The complete Consultation and Selection Process calendar is as follows:

	Activity	Due Date
1.	Issuance of the Request for Proposals and sending of draft Submission Agreement to Invited Respondents	June 20, 2007
2.	Receipt of comments on the draft Submission Agreement from Invited Respondents	June 27, 2007
3.	Sending of the final version of the Submission Agreement to Invited Respondents	July 4, 2007
4.	Receipt of signed final version of Submission Agreement	July 11, 2007 at 3:00 p.m. (Montréal time)
5.	Sending of DVDs by courier and e-mail to Invited Respondent's Contact Person confirming its access right to the Electronic Data Room and requesting that they download <b>Volumes 2 and 3</b>	July 12, 2007
6.	General information session	July 26, 2007
7.	Topical information sessions	August 1 and 2, 2007
8.	Discussion workshop 1 – Technical Specifications and Studies	Week of September 3, 2007
9.	Discussion workshop 2 – Payment mechanisms and Partnership Agreement	Week of September 10, 2007
10.	Discussion workshop 3 – Environment – Permits and authorizations	Week of September 17, 2007
11.	Discussion workshop 4 – Traffic, revenue and rate policy	Week of September 24, 2007
12.	Discussion workshop 5 – Technical Specifications and Studies (continued)	Week of October 1, 2007
13.	Submission by Invited Respondents of their comments on the first draft Partnership Agreement and Technical Specifications	October 12, 2007

**Volume 1: Instructions for Invited Respondents**

	<b>Activity</b>	<b>Due Date</b>
14.	Discussion workshop 6 – Discussion with each Invited Respondent regarding their respective comments on the first draft Partnership Agreement and Technical Specifications	Week of October 29, 2007
15.	Discussion workshop 7 – Submission of Proposals and compliance requirements	Week of November 5, 2007
16.	Additional workshop – Construction schedule	Week of November 5, 2007
17.	Sending of version 2 of the Partnership Agreement and Technical Specifications to Invited Respondents	November 21, 2007
18.	Submission by Invited Respondents of their comments on version 2 of the Partnership Agreement and Technical Specifications	December 5, 2007
19.	Discussion workshop 8 – Discussion with each Invited Respondent regarding their respective comments on version 2 of the Partnership Agreement and Technical Specifications	Week of December 17, 2007
20.	Sending of version 3 of the Partnership Agreement and Technical Specifications to Invited Respondents	January 25, 2008
21.	Additional workshop – Provisions of Volume 1	January 30, 2008
22.	Submission by Invited Respondents of their comments dealing exclusively with specific provisions of version 3 of the Partnership Agreement and Technical Specifications	February 7, 2008
23.	End of the question period for Invited Respondents	February 18, 2008
24.	Sending of version 4 of the Partnership Agreement and Technical Specifications to Invited Respondents	February 25, 2008
25.	Technical Component Submission Date	March 26, 2008
26.	Announcement of the Invited Respondents who qualified to file a Financial Component	April 23, 2008

**Volume 1: Instructions for Invited Respondents**

---

	<b>Activity</b>	<b>Due Date</b>
27.	Financial Component Submission Date	May 7, 2008
28.	Announcement of the selection of the Selected Proponent	June 18, 2008
29.	Partnership Agreement signing and Financial Closing, subject to Government authorization	September 2008
30.	Foreseen start of operations	December 15, 2012

The Minister reserves the right to modify this calendar entirely at his discretion.

## 5. Contents of the Proposal

### 5.1 Information concerning the Invited Respondent

#### 5.1.1 Description of the Invited Respondent

Invited Respondents must provide the following information when filing the Technical Component:

- A detailed description of the Invited Respondent, including:
  - a) in the case of a corporation;
    - its legal name;
    - complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
    - incorporation details, including certificate of incorporation and proof of legal authorization to operate in Québec;
    - the number of directors and an up-to-date list of their names;
    - a copy of the articles of incorporation;
    - any restrictions on transfers of its shares. In such instance, kindly specify whether the corporation is a “private issuer” as defined in the *Securities Act*, R.S.Q. c. V-1.1;
    - any restrictions on the corporation’s activities;
    - the Quebec enterprise number;
  - b) in the case of a general or limited partnership or any other type of Person, information equivalent to that required for a corporation, as described above.

The Person that will ultimately act as Private Partner must be incorporated under the laws of Québec, and establish and keep its head office in Québec throughout the term of the Partnership Agreement. For purposes of the Request for Proposals, a corporation incorporated under the *Canada Business Corporations Act*, R.S.C. 1985, C-44 will be deemed to be incorporated under Québec law.

In the case of a limited partnership, the obligations under the governing law and as to the location of the head office apply to both the limited partnership and the general partner.

**Volume 1: Instructions for Invited Respondents**

---

**Section 8.14** sets out the key conditions to be satisfied in the event the Invited Respondent wishes to be replaced by another Person or make a material change to its organization or structure.

The Minister, at his sole discretion, will determine whether the Person that the Invited Respondent has proposed to act as Invited Respondent and, where applicable, as Selected Proponent and Private Partner, is acceptable to him. This may include the requirement for a guarantee undertaking from the Invited Respondent, its Members or Participants, to ensure that the obligations and undertakings entered into in connection with the Request for Qualifications and the Request for Proposals will be honoured and will not be extinguished due to the substitution of Invited Respondents, as well as a copy of all authorizations required to approve such a change. In the case of a limited partnership, both the limited partnership and the general partner must be acceptable to the Minister, at his sole discretion.

**5.1.2 Roles of Members and Participants**

Invited Respondents must describe in detail the individual roles of their Members and Participants, as well as the nature of their planned legal relationships between them. They must also produce a complete organization chart depicting interrelationships.

**5.1.3 Roles of Key Individuals**

The Invited Respondent must describe in detail the roles and responsibilities of Key Individuals, by drawing up one or more organization charts for the various stages (design, construction, operation, etc.), indicating each person's function and relationships during these stages, including the roles and responsibilities of Key Individuals.

**5.1.4 Intellectual property rights**

In accordance with Clause 9.5.3 of the Submission Agreement provided in **Schedule 1-1**, when it submits the Technical Component and the Financial Component, the Invited Respondent must provide a list of intellectual property rights as presented in **Schedule 1-22** together with the assignments and transfers and the licences of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Invited Respondent's Proposal, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

---

**Volume 1: Instructions for Invited Respondents**

---

**5.2 Security Deposit**

When submitting its Technical Component, the Invited Respondent must send by a Security Deposit in the form of one or more irrevocable letters of credit to the Government in the total amount of three million Canadian dollars. Such Security Deposit must comply with the conditions set out in **Section 8.1** and be valid for 12 months as of the Technical Component Submission Date. The letter or letters may be issued in French or English, but must be compliant with the model provided in **Schedule 1-8**, with no amendments or changes.

**5.3 Information concerning the development of the Technical Component**

In addition to the documents mentioned below, the Technical Component must contain all of the items specified in **Schedule 1-2**, and must adhere to the format described therein. In addition, Invited Respondents must ensure that their Technical Component is consistent with their Financial Component.

The Technical Component will provide the Minister with, in particular, the means for assessing the Invited Respondent's ability to comply with the Technical Specifications found in **Volume 3** of the Request for Proposals.

The following documents form part of the Technical Component:

- the Technical Component undertaking form, in French, consistent with the model found in **Schedule 1-13** and the Technical Component undertaking form for Key Individuals, in French or English, consistent with the model found in **Schedule 1-14**. Each Invited Respondent, Member and Participant must submit the Technical Component undertaking form, duly completed and signed by, as the case may be, itself or a duly authorized representative, together with the resolution(s) authorizing the representative of each signatory to sign the Technical Component undertaking form. As for Key Individuals, each one must submit the Technical Component undertaking form for Key Individuals, duly completed and signed by, as the case may be, himself or a duly authorized representative together with the mandate or power of attorney authorizing the representative to sign on behalf of the Key Individual;
- the List of Intellectual Property Rights form found in **Schedule 1-22**, duly completed and signed.

**Volume 1: Instructions for Invited Respondents**

---

**5.4 Information concerning the development of the Financial Component**

Invited Respondents must provide the following information when submitting their Financial Component and adhere to the following order of presentation as well as the order of presentation set out in each of the schedules mentioned below. Invited Respondents must also ensure that their Financial Component and Technical Component are consistent.

No later than two weeks before the Financial Component Submission Date, the Invited Respondents must submit a list of the financing instruments they may use for approval by the Minister. Within three business days, the Minister will confirm which financing instruments may be used in the preparation of their respective financial Proposals.

The following documents form part of the Financial Component:

- the consortium agreement, shareholders' or unitholders' agreement, or any other agreement related to the creation or general organization of the Invited Respondent or incidental thereto that is binding upon the Members, Participants, and Key Individuals as it relates to the A-30 PPP Completion. Accordingly, the general partnership agreement or limited partnership agreement must be provided. In the case of a limited partnership, the same documentation as is required for a corporation must also be provided for the general partner. The type and percentage of each Member's interest must also be indicated. Where such agreements have not yet been finalized, the Invited Respondent must provide the material terms and conditions of each agreement. The documentation referred to in this subparagraph may be in French or English;
- the material terms and conditions of contracts with designers, builders and operators;
- a copy of its initial declaration of registration or the most recent annual update, as applicable, filed in accordance with *An Act respecting the Legal publicity of sole proprietorships, partnerships and legal persons*, R.S.Q. c. P-45;
- a summary of any addition, removal, or replacement of a Member, Participant, or Key Individual, or any change in the interest of any Member, Participant or Key Individual from what the Invited Respondent described in its Submission in responding to the Request for Qualifications. These changes require approval according to the procedures described in **Section 8.14**;

**Volume 1: Instructions for Invited Respondents**

---

- in the case of a Person other than a corporation, general partnership or limited partnership, the same information, adapted accordingly, or the information equivalent to that required for a corporation, as applicable;
- a financing plan and financial models that meet the requirements stated in **Schedule 1-3**. This material may be written in French or English;
- a Bloomberg terminal print-out (as at 11:00 a.m. Montréal time on the fifth day preceding the Financial Component Submission Date, i.e., April 30, 2008) for the Benchmark Interest Rates used in the financial models;
- letters of intent from insurance brokers countersigned by the insurers and that adhere to the model letter found in **Schedule 1-5** in order to prove the Invited Respondent's ability to meet the insurance requirements specified in **Schedule 1-4**. These letters may be written in French or English;
- a letter of confirmation signed by each of the Invited Respondent's Funders for each Financing Instrument planned for the Initial Financing, indicating that the financing arrangements for the A-30 PPP Completion are sufficiently advanced to provide an adequate level of confidence as to the likelihood of its realization. The letters of confirmation for the Financial Component, addressed to the Minister and written in French or English, must be compliant with the model found in **Schedule 1-7**;
- the Financial Component undertaking form, in French, consistent with the model found in **Schedule 1-15**, together with the Financial Component undertaking form for Key Individuals, in French or English, consistent with the model found in **Schedule 1-16**. Each Invited Respondent, Member and Participant must submit the Financial Component undertaking form, duly completed and signed by, as the case may be, itself or a duly authorized representative, together with the resolution(s) authorizing the representative of each signatory to sign the form. As for Key Individuals, each one must submit the Financial Component undertaking form for Key Individuals, duly completed and signed by, as the case may be, himself or a duly authorized representative together with the mandate or power of attorney authorizing the representative to sign on behalf of the Key Individual;
- if available, the audited annual or quarterly financial statements (or in their absence, the unaudited annual or quarterly financial statements) or such other financial information as has been produced since the filing of Submissions. Financial information must be provided by the Invited Respondent and each of its Members and Participants as well as their respective parent companies if the latter are acting as guarantor for the Invited Respondent, Member or Participant, as the case may be. The financial statements may be submitted in French or English;

**Volume 1: Instructions for Invited Respondents**

---

- the flow of funds as set out in **Schedule 1-10**;
- for Persons that have debt rated by a credit rating agency, the particulars of any change in the credit rating that may have occurred subsequent to the filing of the Submission;
- the price form, indicating the construction payments, capital payments and OMR payments that the Private Partner is requesting for the Western Portion of the A-30 PPP Completion. The form must be compliant with the format that is found in **Schedule 1-11** with no changes or amendments;
- the price form, indicating the OMR payments that the Private Partner is requesting for the Supplemental A-30 Sections. The form must be compliant with the format that is found in **Schedule 1-12** with no changes or amendments.

It is important to remember that the financing plan gives a detailed description of the planned financial structure and Financing Instruments for establishing the A-30 PPP Completion, including a breakdown of the investments by the various types of Financing Instruments (e.g.: Equity Capital, Loans, etc.) and their terms and conditions. This information must be provided on a term sheet for each Financing Instrument that is used for the Initial Financing. A Invited Respondent who plans refinancing during the term of the A-30 PPP Completion must submit the same information for the Financing Instruments contemplated for the refinancing as for those for the Initial Financing. However, the Minister understands that the refinancing information, if applicable, constitutes assumptions that are subject to change, unless otherwise indicated or expressly stipulated by the Invited Respondent.

## 6. Evaluation of the Proposals

### 6.1 Selection process

The Minister has developed criteria and conditions for evaluating the Proposals submitted by the Invited Respondents. Such criteria and conditions were approved by the Government pursuant to Order-in-Council No. 438-2007 adopted on June 13, 2007, in accordance with Section 3 of the TIPA. In light of such criteria and conditions, the Proposals will be evaluated by a Selection Committee consisting of individuals designated by the Minister, including external advisors, which will identify the Compliant Proposal that offers the lowest price, expressed by the present value of the construction, capital and OMR payments entered on the Invited Respondent's price forms found in **Schedules 1-11 and 1-12**.

Some of the external advisors who participate in the evaluation of the Proposals may have or may have had business relations in another jurisdiction or in connection with another project with one or more of the Invited Respondents, and with their Members, Participants, Key Individuals, or Collaborators. By submitting a Proposal, Invited Respondents accept that the Selection Committee includes such advisors.

The Minister, acting through the BPA-30, the\*- BMOPPP and the PPPQ, will be jointly responsible for managing the Proposal selection process in the framework of the Consultation and Selection Process. However, the MTQ will be the project manager for the organization of the Consultation and Selection Process throughout.

### 6.2 Proposal evaluation process

Proposals will be evaluated in six stages:

1. *Stage 1* involves ensuring compliance with all of the eligibility conditions for the Technical Component, as stated in **Section 6.3**. A Proposal that fails to meet these eligibility conditions will be considered to be non-eligible, and will be automatically rejected and returned to the Invited Respondent's Contact Person;
2. Proposals having a Technical Component that is considered to be eligible will move on to *Stage 2*, which involves assessing their commercial compliance requirements as stated in **Subsection 6.4.1**. Only those Proposals containing an eligible Technical Component and which have successfully passed the commercial compliance evaluation will move on to the next stage, being the evaluation of technical compliance;

**Volume 1: Instructions for Invited Respondents**

---

3. *Stage 3* involves the evaluation of the Proposal's technical compliance. This evaluation is based on the technical compliance requirements stated in **Subsection 6.4.2**. Only those Invited Respondents whose Technical Component has successfully passed the commercial compliance evaluation will be invited to submit the Financial Component;
4. *Stage 4* involves ascertaining that the Financial Component eligibility conditions, as stated in **Section 6.5**, are met. Any Proposal that does not meet such eligibility conditions will be considered to be non-eligible and will be automatically rejected and returned to the Invited Respondent's Contact Person;
5. Proposals having a Financial Component that is considered to be eligible will move on to *Stage 5*, which involves assessing their financial compliance. Such evaluation will be based on the financial compliance requirements stated in **Subsection 6.6.1**;
6. in *Stage 6*, the Selection Committee will select the Proposal from among those that are considered to be compliant in Stages 2, 3 and 5 that offers the lowest price, expressed by the present value of the construction, capital and OMR payments, as stated in **Section 6.7**.

In accordance with the procedure described in **Section 6.8**, at Stages 2, 3 and 5, the Minister at all times reserves the right, entirely at his own discretion, to ask Invited Respondents for clarifications, additional information or rectifications.

### **6.3 Eligibility criteria for the Technical Component**

A Proposal that fails to meet the eligibility criteria specified below will be considered to be non-eligible, and will be automatically rejected:

- the Technical Component must be submitted at the place and by the deadline specified in **Section 7.1**.

### **6.4 Evaluation criteria for the Technical Component**

#### **6.4.1 Commercial compliance evaluation criteria**

The Technical Component must meet the following commercial compliance requirements:

- the Technical Component must contain a detailed description of the Invited Respondent and all of the information requested for the commercial compliance evaluation, as specified in **Section 5.1**;

**Volume 1: Instructions for Invited Respondents**

---

- the Technical Component undertaking form must be appended when the Technical Component is submitted and must be completed and signed by a duly authorized representative of the Invited Respondent and each of its Members and Participants. Every Key Individual or his duly authorized representative must also complete and sign the Technical Component undertaking form for Key Individuals; this form will also be attached when the Technical Component is submitted. The forms must be identical to the form and content specified in **Schedule 1-13** in French, or in **Schedule 1-14** in English or French, with no amendments or changes;
- the resolutions or other similar instruments giving signing authority to the representative of the Invited Respondent, and each Member and Participant of the Invited Respondent must accompany the Technical Component undertaking form. Where the Technical Component undertaking form for Key Individuals is signed by someone other than the Key Individual, the mandate or power of attorney authorizing the representative to sign on behalf of the Key Individual must be included. These documents may be in French or English;
- the Invited Respondent must submit the Security Deposit in compliance with the conditions set out in **Sections 5.2** and **8.1** of this Request for Proposals; the document may be in French or English, but must be fully compliant with the model found in **Schedule 1-8**;
- any changes to the composition of an Invited Respondent's team since the Request for Qualifications require the Minister's prior approval, as stated in **Section 8.14**;
- the Technical Component must not be conditional;
- the List of Intellectual Property Rights found in **Schedule 1-22** must be duly completed and signed.

**6.4.2 Technical compliance evaluation criteria**

The Technical Component must meet the following technical compliance requirements:

- the Technical Component must contain all of the information requested in **Schedule 1-2** and must have been prepared in accordance with the requirements set out in **Volume 3**;
- the Invited Respondent must propose a Substantial Completion Date which is no later than the fifteenth of December following the fourth full construction season after the Financial Closing. The Substantial

**Volume 1: Instructions for Invited Respondents**

---

Completion Date will be the 270<sup>th</sup> calendar day after the Substantial Completion Date.

The evaluation of the technical compliance of the Proposals will cover, in particular, the verification of certain key technical aspects or aspects the Minister considers sensitive. This evaluation will not be a complete or exhaustive verification of technical compliance with the requirements of **Volume 3**.

**6.4.3 Errors or omissions by the Invited Respondent with respect to the Technical Component**

Any irregularity, error or omission with respect to the Technical Component other than the eligibility requirements will not result in automatic rejection of the Proposal. In accordance with the provisions of **Section 6.8**, the Minister reserves the right to ask the Invited Respondent to rectify any such irregularity, error or omission.

**6.5 Eligibility criteria for the Financial Component**

A Proposal that fails to meet the eligibility criteria specified below will be considered to be non-eligible, and will be automatically rejected:

- the Financial Component of the Proposal must be submitted at the place and by the deadline specified in **Section 7.1**;
- the two price forms, as contained in **Schedules 1-11** and **1-12**, must be completed and included.

**6.6 Evaluation criteria for the Financial Component****6.6.1 Financial compliance evaluation criteria**

The Financial Component must meet the following financial compliance requirements:

- the consortium agreement, shareholders' or unitholders' agreement, or any other agreement related to the creation or general organization of the Invited Respondent or incidental thereto that is binding upon the Members, Participants, and Key Individuals as it relates to the A-30 PPP Completion. Accordingly, the general partnership agreement or limited partnership agreement must be provided. In the case of a limited partnership, the same documentation as is required for a corporation must also be provided for the general partner. The type and percentage of each Member's interest must also be indicated. Where such agreements have not yet been

**Volume 1: Instructions for Invited Respondents**

---

finalized, the Invited Respondent must provide the material terms and conditions of each agreement. The documentation referred to in this subparagraph may be in French or English;

- the material terms and conditions of contracts with designers, builders and operators must be provided;
- a copy of its initial declaration of registration or the most recent annual update, as applicable, filed in accordance with *An Act respecting the Legal publicity of sole proprietorships, partnerships and legal persons*, R.S.Q. c. P-45 must be provided;
- a summary of any addition, removal, or replacement of a Member, Participant, or Key Individual, or any change in the interest of any Member, Participant or Key Individual from what the Invited Respondent described in its Submission in responding to the Request for Qualifications must be provided. These changes require approval according to the procedures described in **Section 8.14**;
- in the case of a Person other than a corporation, general partnership or limited partnership, the same information, adapted accordingly, or the information equivalent to that required for a corporation, as applicable, must be provided;
- the Financial Component undertaking form must be appended when the Financial Component is submitted and must be completed and signed by a duly authorized representative of the Invited Respondent and each of its Members and Participants. Every Key Individual or his duly authorized representative must complete and sign a Financial Component undertaking form for Key Individuals; the form will also be attached when the Financial Component is submitted. The forms must be identical to the form and content specified in **Schedule 1-15** in French, or in **Schedule 1-16** in English or French, with no amendments or changes;
- the Financial Component must contain all of the information requested in **Schedule 1-3**;
- the Financial Component must not be conditional;
- the Invited Respondent must have the financial capacity to bring the A-30 PPP Completion to fruition;
- the financing plan must indicate that the planned financing is sufficient to cover all of the requirements of the A-30 PPP Completion for the full term of the Partnership Agreement (including design, construction, operation, maintenance and rehabilitation);

**Volume 1: Instructions for Invited Respondents**

---

- the financial models must be consistent with the requirements stated in **Schedule 1-3**, and in particular must:
  - provide for a Substantial Completion Date which is no later than the fifteenth of December following the fourth full construction season after the Financial Closing and a Final Completion Date which is no later than the 270<sup>th</sup> calendar day after the Substantial Completion Date;
  - are consistent with the letters of confirmation from Funders for each Financing Instrument that is planned for the Initial Financing;
  - are consistent with the construction, capital and OMR payments entered on the price forms found in **Schedules 1-11** and **1-12**;
  - reflect the term sheets for each Financing Instrument;
  - are consistent with the Technical Component (construction of the project and schedule);
- the financing plan must be robust and reasonable in the short-, medium- and long-term. “Robust” means that the contemplated financing is sufficient to support reasonable fluctuations in the main risks of the A-30 PPP Completion (e.g.: interest rates, inflation, revenue, construction costs and schedule, OMR costs, etc.) without triggering the Financing Instruments’ events of default or Funders’ step-in rights;
- the resolutions or other similar instruments giving signing authority to the representative of the Invited Respondent and each Member and Participant of the Invited Respondent must accompany the Financial Component undertaking form. Where the Financial Component undertaking form for Key Individuals is signed by someone other than the Key Individual, the mandate or power of attorney authorizing the representative to sign on behalf of the Key Individual must be included. These documents may be in French or English;
- the List of Intellectual Property Rights found in **Schedule 1-22** must be duly completed and signed.

**6.6.2 Errors or omissions by the Invited Respondent with respect to the Financial Component**

Any irregularity, error or omission with respect to the Financial Component, other than those relating to the eligibility of the Financial Component of the Proposal, will not result in automatic rejection of the Proposal. In accordance with the provisions

**Volume 1: Instructions for Invited Respondents**

---

of **Section 6.8**, the Minister reserves the right to ask the Invited Respondent to rectify any such irregularity, error or omission.

**6.7 Determination of the Proposal price****6.7.1 Evaluation of the Proposals**

From among the eligible Proposals that are considered to be compliant, the Minister will choose the Proposal offering the lowest price. The price of a Proposal will correspond to the discounted value, as at July 1, 2008, of the construction payments, capital payments and OMR payments based on the following conditions. The discounted value of the payments will be calculated using a 6.5% annual discount rate for the construction payments, since they are required in nominal dollars and a 4.5% discount rate for the capital payments and OMR payments, since they are required in real dollars. The payments will be those entered on the Invited Respondent's price forms, as contained in **Schedules 1-11** and **1-12**.

**6.7.1.1 Payment for Supplemental A-30 Sections**

As mentioned above, the Minister will, subject to certain conditions, award the Private Partner responsibility for the operation, maintenance and rehabilitation of the Supplemental A-30 Sections. For such purpose, the Minister has selected a form by which he may determine whether it is in his interests to award the Supplemental OMR Activities to the Private Partner. Strictly as regards such Activities, the Minister will select the lower of the two following values when evaluating the price of an Invited Respondent's Proposal:

- i) the discounted value of the payments proposed by the Invited Respondent for the Supplemental OMR Activities;
- ii) the discounted value of the costs estimated by the Ministère for carrying out the Supplemental OMR Activities;

The evaluation of the Proposal prices will therefore be made based on the following formula, where:  $X = A + B$  or  $X = A + C$ , as the case may be.

## Volume 1: Instructions for Invited Respondents

	Current value as at July 1, 2008
1. The sum of: <ul style="list-style-type: none"> <li>i) the Construction payments for the Western Portion as proposed by the Invited Respondent;</li> <li>ii) the Capital payments as proposed by the Invited Respondent;</li> <li>iii) the OMR payments for the Western Portion as proposed by the Invited Respondent.</li> </ul>	<b>A</b>
2. the OMR payments for the Supplemental OMR Activities as proposed by the Invited Respondent.	<b>B</b>
3. the price estimate by the Ministère for carrying out the Supplemental OMR Activities using the Conventional Approach.	<b>C</b>
<b>Cost of Invited Respondent's Proposal</b>	<b>X</b>

If  $B < C$  then  $X$  will be equal to  $(A + B)$

If  $B > C$  then  $X$  will be equal to  $(A + C)$

If the OMR payments proposed by the Invited Respondent for the Supplemental OMR Activities have a current value as at July 1, 2008 that is higher than the current value on the same date of the price estimate by the Ministère for carrying out the same activities using the Conventional Approach, such activities will not be included in the Partnership Agreement.

## 6.8 Clarifications and rectifications of Proposals

Subject to **Subsections 6.4.3** and **6.6.2**, in the course of evaluating the commercial, technical and financial compliance of the Proposals, the Minister reserves the right, at his sole discretion, to ask an Invited Respondent to submit, in writing, and within a time limit specified in the request, any information that is required to clarify information provided in its Proposal or to rectify an item of its Proposal that would be considered to be non-compliant. Based on the complexity of the Minister's request, he will grant the Invited Respondent a time limit that he deems appropriate, at his sole discretion. However, the time limit may not be less than two business days, unless the parties agree otherwise. The information provided by the Invited Respondent in response to the Minister's request will become an integral part of its Proposal. Information that is received after the specified time limit will be ignored. Furthermore, the Minister reserves the right to

**Volume 1: Instructions for Invited Respondents**

---

call the Invited Respondent to a meeting in order to clarify information provided in its Proposal.

If the Invited Respondent fails to provide a reply to requests for clarification, additional information or rectification that is satisfactory to the Minister with the result that its Proposal does not meet all of the requirements for commercial, technical and financial compliance, the Proposal will be considered non-compliant and will be rejected.

In no event may an Invited Respondent change any of the price forms (see **Schedules 1-11** and **1-12**) after clarifying or rectifying its Proposal.

## 7. Instructions for Invited Respondents

### 7.1 Time and place of submission

The Technical and Financial Components must be submitted on the Technical Component Submission Date and the Financial Component Submission Date respectively, at the following address:

**REQUEST FOR PROPOSALS FOR THE A-30 PPP COMPLETION**

KPMG s.r.l./S.E.N.C.R.L.  
Attention: Zyna I. Boubez, CA  
600 de Maisonneuve Boulevard West  
Suite 1500 (15th Floor)  
Montréal (Québec) H3A 0A3

1. The Technical Component Submission Date is 3:00 p.m., (Montréal time) on March 26, 2008.
2. The Financial Component Submission Date is 3:00 p.m., (Montréal time) on May 7, 2008.

Proposals sent electronically or by fax will not be accepted.

### 7.2 Late submission

Any Technical Component received after 3:00 p.m. (Montréal time) on the Technical Component Submission Date will be returned to the sender unopened.

Any Financial Component received after 3:00 p.m. (Montréal time) on the Technical Component Submission Date will be returned to the sender unopened.

Invited Respondents are responsible for ensuring that the Technical and Financial Components of their Proposals are submitted at the time and place specified in **Section 7.1**.

### 7.3 Minister's Representative

For the purpose of ensuring uniformity of interpretation of the Request for Proposals documents and to facilitate the exchange of information, the Minister has designated the following person as the Minister's Representative:

---

**Volume 1: Instructions for Invited Respondents**

---

Minister's Representative: Zyna I. Boubez, CA, KPMG s.r.l./S.E.N.C.R.L.  
Address: 600 de Maisonneuve Boulevard West  
Suite 1500 (15th Floor)  
Montréal (Québec) H3A 0A3  
Fax: 514-840-2121  
E-mail: a30mtq@kpmg.ca

Excluding what **Section 8.11** expressly authorizes and subject to **Section 4.3**, the Minister's Representative is the only person whom Invited Respondents may contact concerning the Request for Proposals.

#### **7.4 Requests for information**

Invited Respondents who have questions concerning this Request for Proposals must submit them, in writing, in French, to the Minister's Representative, according to the procedure described in Clause 8 of the Submission Agreement and using the form for this purpose that is found in **Schedule 1-18**. The deadline for submitting questions is February 18, 2008. As stated in **Subsection 4.1.2**, the Invited Respondent's Contact Person is the only person who may contact the Minister's Representative for any request for information.

#### **7.5 Preparation and submission of a Proposal**

A Proposal constitutes a firm offer to the Minister that cannot be withdrawn or modified for:

- as regards the Technical Component, twelve (12) months following the Technical Component Submission Date; and
- as regards the Financial Component, six (6) months following the Financial Component Submission Date, except as specified in **Section 7.6**.

Proposals must be submitted in two stages. Stage 1 consists in submitting the Technical Component. Only those Invited Respondents who have successfully passed the Technical Component eligibility and evaluation of commercial and technical compliance stage will be asked to submit a Financial Component. The submission of the Financial Component is planned for one week after the announcement of the Invited Respondents who have been asked to submit a Financial Component, namely on May 7, 2008.

The Technical Component must be submitted in 15 duly signed and numbered copies, including one clearly identified original, all in one or more sealed boxes, and contain the information required under **Sections 5.1, 5.2 and 5.3** and in the corresponding schedules.

**Volume 1: Instructions for Invited Respondents**

---

The Financial Component must be submitted in five duly signed and numbered copies, including one clearly identified original, all in one or more sealed boxes, and contain the information required under **Sections 5.4** and in the corresponding schedules.

The Minister also requests that for each component of the Proposal (Technical Component and Financial Component):

- proposals be submitted on 8½" x 11" paper or equivalent (A4) using the International system, with the exception of the drawings contained in the Technical Component and the financial models;
- the typeface used for the Proposal generally be 11-point, with 1.5 spacing;
- the box(es) containing the Proposal bear the return label illustrated in **Schedule 1-19** or **Schedule 1-20**, depending on the component of the Proposal.

Invited Respondents are responsible for ensuring that each copy conforms to the original in every respect.

Proposals and related documents must be in French, with the exception of the following items, which may be in either French or English:

- the resolutions or other instruments giving signing authority to the representative of the Invited Respondent and each Member and Participant, including, as applicable, each Key Individual of the Invited Respondent;
- the consortium agreement, shareholders' agreement, or any other agreement that is binding upon the Invited Respondent, Members, Participants, and Key Individuals for purposes of the A-30 PPP Completion;
- the audited annual or quarterly financial statements (or in their absence, the unaudited annual or quarterly financial statements) or such other equivalent financial information as has been produced since the filing of Submissions;
- a financing plan and financial models consistent with the requirements contained in **Schedule 1-3**;
- the letters of intent from insurance brokers (**Schedule 1-5**);
- the letters of confirmation signed by Funders for each Financing Instrument (**Schedules 1-6** and **1-7**);
- the term sheet for each Financing Instrument;

**Volume 1: Instructions for Invited Respondents**

---

- the Security Deposit and Additional Security Deposit in the form of a letter of credit (see **Schedules 1-8** and **1-9**);
- the Technical Component undertaking forms for Key Individuals (**Schedule 1-14**);
- the Financial Component Undertaking Forms for Key Individuals (**Schedule 1-16**);
- the discharge forms contained in **Schedule 1-17**.

**7.6 Withdrawal of a Proposal**

Invited Respondents may withdraw their Technical Component or Financial Component, as the case may be, by giving the Minister's Representative written notice at any time before the Technical Component Submission Date or the Financial Component Submission Date respectively, without thereby forfeiting their right to submit a new Technical Component by no later than the Technical Component Submission Date or a new Financial Component by no later than the Financial Component Submission Date, as the case may be.

**7.7 Communication of the results of the evaluation**

Once the Proposals are evaluated and Government authorization is obtained, the Minister will announce the name of the Selected Proponent. Each Invited Respondent will be informed of the name of the Selected Proponent, as well as of the number of eligible and compliant Proposals received and the ineligible or non-compliant Proposals received.

At this point, in response to a request to that effect, the Minister may meet with an Invited Respondent to explain the strengths and weaknesses of its Proposal. During this meeting with an Invited Respondent, confidential details regarding the Proposal of another Invited Respondent, including the prices offered in the other Proposals, their ranking, or any other related information will not be disclosed. Only information concerning that Invited Respondent's Proposal will be discussed.

**7.8 Final compensation**

Subject to the provisions of **Section 8.12** of this **Volume 1**, a lump sum of two million dollars will be paid as Final Compensation for the costs incurred in preparing and submitting a compliant Proposal in any of the following cases:

- to each Invited Respondent that is not the Selected Proponent, and that submitted a Compliant Proposal and met the other requirements of the

**Volume 1: Instructions for Invited Respondents**

---

Submission Agreement for receiving the Final Compensation, if the Minister has announced the Selected Proponent;

- to each Invited Respondent that submits a Technical Component that is considered to be eligible and compliant with the Technical Component commercial and technical compliance requirements and that meets all other requirements of the Submission Agreement for payment of the Final Compensation, if the Minister terminates the Consultation and Selection Process at any time after the Technical Component Submission Date but before the Financial Component Submission Date;
- to each Invited Respondent that submits a Compliant Proposal and meets all other requirements of the Submission Agreement for payment of the Final Compensation, if the Minister terminates the Consultation and Selection Process at any time after the Financial Component Submission Date but before the selection of the Selected Proponent, or if the Minister does not issue a Notice of Selection of the Selected Proponent within twelve months of the Technical Component Submission Date;
- to the Selected Proponent if the Minister terminates the Consultation and Selection process after choosing the Selected Proponent but before the Financial Closing. However, no Final Compensation or sum of any nature whatsoever will be paid or payable to the Selected Proponent if the Minister can exercise his rights under any of the letters of credit held as a Security Deposit or Additional Security Deposit or in the other cases described in the Submission Agreement.

This Final Compensation will only be paid if the conditions set forth in the Submission Agreement, the undertaking forms and the discharge forms are satisfied.

## **7.9 Allowance**

Subject to the provisions of **Section 8.12** of this **Volume 1**, the Minister will pay an allowance of one million dollars to each Invited Respondent that meets the requirements of the Submission Agreement for payment of the Allowance if the Minister terminates the Consultation and Selection Process at any time after the launch of the Request for Proposals but before the Technical Component Submission Date, or if the Technical Component Submission Date does not occur within eighteen months from the launch date of the Request for Proposals.

This Allowance will only be paid to an Invited Respondent if the conditions set forth in the Submission Agreement, the undertaking forms and the discharge forms are satisfied.

**Volume 1: Instructions for Invited Respondents**

---

**7.10 Interest rate fluctuation risk**

The Minister assumes the Benchmark Interest Rate fluctuation risk during the period commencing on the fifth business day preceding the Financial Component Submission Date and ending on the Financial Closing date. The proposed capital payment required by the Private Partner quoted in **Schedule 1-11** will be adjusted to reflect the impact of Benchmark Interest Rate fluctuations during that period.

If an Invited Respondent's financing plan contains a number of financing instruments, each having a different Benchmark Interest Rate, the interest rate benchmarking protocol will take into account fluctuations (positive or negative, as the case may be) in the Benchmark Interest Rate for each financing instrument.

A detailed adjustment protocol is contained in **Schedule 1-23**.

**7.11 Site access**

Invited Respondents will only have access to the A-30 PPP Completion site if they ask the Minister for it and if their request is granted. Invited Respondents who are interested in arranging a site visit must submit a written request to the Minister's Representative on the form in **Schedule 1-18**, following the procedure that is described in Clause 8 of the Submission Agreement.

At his sole discretion, the Minister may require one of his representatives to accompany an Invited Respondent to the site in order to ensure an orderly visit, and may set restrictions on the Invited Respondent to the extent that the site visit involves activities that might disrupt the environment or damage any property on the site. Invited Respondents are expected to carry suitable insurance coverage.

## 8. General considerations

### 8.1 Letters of credit, bonds and other guarantees

The letters of credit required from the Invited Respondents pursuant to **Volume 1** of the Request for Proposals must be issued by a bank listed in any of Schedules I, II or III of the *Bank Act*, S.C. 1991 c. 46 or by a Québec financial services cooperative. The letters of credit, their terms and conditions and the bank or Québec financial services cooperative on which the letters of credit were drawn must be acceptable to the Minister, at his sole discretion. In addition, bonds or other guarantees delivered by the Invited Respondents and the respective terms and conditions thereof as well as the bank or other recognized Canadian financial institution offering such bonds or guarantees must also be acceptable to the Minister, in his sole discretion. Any bank or financial institution offering a bond must also be legally empowered to act as a surety in Québec.

### 8.2 No recourse

No recourse for any Claim whatsoever may be instituted by anyone, in particular by the Invited Respondent or any of its Collaborators, against the Government, the Minister, its departments, including the Ministère, and agencies, including the PPPQ, their officers, directors, managers, employees, mandataries, representatives, consultants, advisors, experts, and their respective successors and assigns (collectively the “**Released Parties**”) for any reason whatsoever relating to the Consultation and Selection Process, in particular as regards the exercise (including the omission to act) of rights and powers vested in any of them.

However, the above-mentioned discharge will not invalidate a Claim in the event the Minister refuses to pay the Allowance or Final Compensation under the Submission Agreement.

Upon signing the Submission Agreement, the Invited Respondent and each of its Members and Participants, subject to the provisions of **Sections 7.8** and **7.9** of this Volume, agree to indemnify and hold harmless each of the Released Parties from any Claims made by or on behalf of i) any Collaborator or, as the case may be, any assign, against the Released Parties, arising from the Consultation and Selection Process, or ii) any third party, arising from any action or omission by the Invited Respondent or any Collaborator in relation to performing their respective obligations in connection with the Consultation and Selection Process.

By signing the Submission Agreement and the discharge form, each Invited Respondent and its Members, Participants and Key Individuals, acknowledges that they waive any Claims whatsoever against any of the Released Parties arising from the Consultation and Selection Process and release the Released Parties

**Volume 1: Instructions for Invited Respondents**

---

from all obligations whatsoever arising from the Consultation and Selection Process.

Each Invited Respondent and its Members, Participants and Key Individuals must take the necessary steps to ensure that any of its Collaborators involved in the Consultation and Selection Process in any manner waives all Claims against any of the Released Parties arising from the Consultation and Selection Process and that it releases each of the latter from all obligations whatsoever arising from the Consultation and Selection Process. Each Invited Respondent and its Members, Participants and Key Individuals agrees to be accountable for compliance with these undertakings by all of the Collaborators.

**8.3 No obligation to select or proceed**

The Minister is not obliged to accept any of the Proposals received from the Invited Respondents.

He may, at his discretion, reject any Proposal that is not a Compliant Proposal. The Minister's decision with respect to the compliance or non-compliance of a Proposal is final. The Minister is in no way obliged to consult the Invited Respondent in making that decision.

Without limiting the foregoing, the Minister may, at his sole discretion, refuse to consider or reject any Proposal that, in the opinion of the Minister, at his sole discretion, is incomplete or irregular, contains exceptions or deviations that are unacceptable in view of the requirements of this volume, or contains false or misleading statements or information, or omits any material information that must be submitted under the Request for Proposals. Accordingly he may, at his sole discretion, reject an Invited Respondent's Proposal with the result that the Invited Respondent is excluded from the Consultation and Selection Process. The Minister's decision under this paragraph is final. The Minister is in no way obliged to consult the Invited Respondent in making that decision.

**8.4 No offer to enter into a Partnership Agreement**

The Consultation and Selection Process, including the Request for Proposals, in no way constitutes an offer to enter into a Partnership Agreement with any of the Invited Respondents or any other Person. Neither the Minister nor the Government has any obligation to enter into such a Partnership Agreement and neither of them is legally liable toward any of the said parties in respect thereof. Similarly, neither the Minister nor the Government has any obligation to enter into a Partnership Agreement with the Selected Proponent and, consequently, neither the Minister nor the Government has any obligation or incurs any liability toward the Selected Proponent or any of its Collaborators.

## **8.5 Potential changes to or termination of the Consultation and Selection Process**

The Minister may, at its entire discretion, at any time, without becoming liable in any way to the Invited Respondents or to any Collaborators, by way of addenda, modify all or part of the Consultation and Selection Process, including by modifying any of the conditions of the Request for Proposals, including the limits and scope of the A-30 PPP Completion, any deadline or time limit (including the deadline for implementing the A-30 PPP Completion), or by suspending, postponing, or terminating all or any part of the Consultation and Selection Process. Any addendum will have to be issued by the Minister in writing, and will have to be explicitly identified as an addendum to this Request for Proposals and will have to be sent to each Invited Respondent's Contact Person.

If the Minister terminates the Consultation and Selection Process, the Minister reserves the right to carry over all or any part of the Request for Proposals as part of another process, including the use of some or all of any Invited Respondent's ideas and concepts, based on the approach that the Minister considers to be most suitable, which does not exclude the involvement of one or more of the Invited Respondents' Collaborators.

## **8.6 Consultation and Selection Process disclaimer**

Neither the Minister nor the Government shall have any obligation or responsibility toward an Invited Respondent or Collaborator arising from the Consultation and Selection Process, except as stated in the Submission Agreement as regards the Allowance or the Final Compensation.

## **8.7 Conflict of interest and exclusivity**

### **8.7.1 Conflict of interest**

The Invited Respondent and each of its Members, Participants and Key Individuals agree to avoid any situation that would put their respective interests in conflict with those of the Minister, the Government, its departments and agencies (including the Ministère and the PPPQ), or those of the government of Canada. Furthermore, each Invited Respondent and each of its Members, Participants and Key Individuals agree to take appropriate steps to also avoid having the other Collaborators of the Invited Respondent be in any situation that that would put their respective interests in conflict with those of the Minister, the Government, its departments and agencies (including the Ministère and the PPPQ), or those of the government of Canada, and they agree to be accountable for the actions of such other Collaborators in that regard.

---

**Volume 1: Instructions for Invited Respondents**

---

Each of the Invited Respondents must disclose any real or perceived conflict of interest that exists or might come to be. If such a situation arises, or if the Invited Respondent wishes to clarify a potential conflict of interest, it must immediately notify the Minister's Representative thereof in writing, and must propose means of remedying it.

The Minister may, at his sole discretion, issue instructions stating how the Invited Respondent can remedy the conflict of interest. The Minister, at his sole discretion, reserves the right to disqualify any Invited Respondent that has, either directly or through any of its Collaborators, a real or perceived conflict of interest that exists or might come to be. The Minister may also take such other measures as he finds advisable, at his sole discretion, under the circumstances.

**8.7.2 Exclusivity**

The Invited Respondents and their Collaborators and respective Related Persons cannot participate or hold any interest whatsoever in any other Invited Respondent's Proposal, either directly or indirectly, and cannot be part of another Invited Respondent that submits a Proposal.

The Invited Respondents must immediately disclose any breach of this **Section 8.7**, whether real or perceived, that exists or might come to be. If such a situation arises, the Invited Respondent must immediately notify the Minister's Representative thereof, and must propose means of remedying it.

The Minister may assess the situation and, at his sole discretion, issue instructions to the Invited Respondent indicating how the situation should be remedied, or disqualify the Invited Respondent.

**8.7.3 Conflict-of-interest arbitrator**

The Minister has appointed a conflict-of-interest arbitrator whose mandate is to rule on disputes concerning a decision by the Minister in connection with conflicts of interests that might arise in the course of this Request for Proposals. Should an Invited Respondent disagree with a decision by the Minister under **Sections 1.4, 8.7.1 or 8.7.2**, it may send a written request to the Minister's Representative to have the matter submitted for review by the conflict-of-interest arbitrator. In its request for review, the Invited Respondent must explain its rationale for disagreement. The conflict-of-interest arbitrator will review such rationale and make such decision as he deems appropriate. All decisions made by the conflict-of-interest arbitrator are final and binding upon the Persons who requested arbitration and any other Person that is party to the Request for Proposals, including Invited Respondents, Members, Participants, Key Individuals, the other Collaborators and their respective Related Persons.

---

**Volume 1: Instructions for Invited Respondents**

---

**8.8 Costs and expenses incurred by Invited Respondents**

Subject to **Sections 7.8, 7.9 and 8.12** of this volume, all costs and expenses incurred by Invited Respondents for participating in the Consultation and Selection Process, including for preparing and submitting their Proposal or any additional information that is required in order to evaluate their Proposal are the exclusive responsibility of the Invited Respondent. Under no circumstances will the Minister or the Government be liable to any Person, including an Invited Respondent or Collaborator, for any expenses incurred by any Person or Invited Respondent in connection with this Request for Proposals or the Consultation and Selection Process, or for any damages caused to such Person, Invited Respondent or Collaborator (including in relation to preparation, revision, or evaluation of its Proposal).

**8.9 Collusion**

Invited Respondents and their Collaborators cannot discuss or communicate, either directly or indirectly, with any other Invited Respondent or Collaborator concerning the preparation, contents, or presentation of their respective Proposals. Proposals must be submitted without any relationship (including relations arising solely from shareholdings or any other ownership interest in an Invited Respondent, or any of its Members, Participants or Key Individuals or a Collaborator, unless the holding is less than 1% of the voting securities of a company whose shares are listed on a recognized Canadian, American, European, or Asian stock exchange), knowledge, exchange, or comparison of information, or arrangement with any other Invited Respondent or Collaborator. Each Invited Respondent is responsible for ensuring that its participation in the Consultation and Selection Process is honest and free of any collusion or fraud. In the event of a case of collusion, the Minister may, at his sole discretion, in particular, disqualify the Invited Respondent or take such other measures as he may deem advisable.

**8.10 Lobbying**

The Respondent, its Members and Participants and Key Individuals agree to comply (and to ensure that their respective Collaborators comply) with the requirements pertaining to lobbying and post-mandate obligations as set out in particular in the *Lobbying Transparency and Ethics Act*, R.S.Q. c. T-11.011, *An Act respecting the Ministère du Conseil exécutif*, R.S.Q. c. M-30 and in the *Lobbyists Registration Act*, R.S.C. 1985 (4<sup>th</sup> Supp.), c. 44 and their regulations. Consideration should also be given to the provisions of the *Federal Accountability Act*, S.C. 2006 c. 9, sanctioned on December 12, 2006, as they come into force.

**Volume 1: Instructions for Invited Respondents**

---

No senator, federal member of Parliament or member of the Québec National Assembly shall be eligible to have any interest arising from this Consultation and Selection Process, including the Request for Proposals or, where applicable, the Partnership Agreement, nor to any related benefit whatsoever.

Accordingly, Invited Respondents and their Collaborators cannot engage in any form of lobbying involving the A-30 PPP Completion or the Consultation and Selection Process aimed at influencing the outcome of the Consultation and Selection Process. Furthermore, these persons must refrain from communicating (other than expressly permitted by this volume of the Request for Proposals) with respect to the Consultation and Selection Process, either directly or indirectly, with members of the Québec National Assembly, the Parliament of Canada, or their respective staff, public servants, or any other Person associated with the A-30 PPP Completion whose services have been retained by the Government, the Minister or any other government body (including the PPPQ) in any way whatsoever, regardless of the purpose, including:

- commenting on or trying to influence the perception of the merit of an Invited Respondent's Proposal in comparison with the Proposals of other Invited Respondents;
- influencing or trying to influence, by means of outside pressure, the Selection Committee's evaluation of a Proposal, the selection of the Selected Proponent, or any negotiations between the Minister and Selected Proponent;
- promoting an Invited Respondent or its interests in the A-30 PPP Completion at the expense of those of other Invited Respondents;
- criticizing certain aspects of the Consultation and Selection Process, including the Request for Proposals or the draft Partnership Agreement such that it might give one Invited Respondent a competitive or other advantage over other Invited Respondents;
- criticizing the Proposals of other Invited Respondents.

If the Minister determines, at his sole discretion, that any lobbying, breach of post-mandate obligations, or communication by a Invited Respondent has occurred in violation of the foregoing:

- the Minister may, at any time, reject the Proposal submitted by that Invited Respondent, at his sole discretion, and therefore exclude the Invited Respondent from the Consultation and Selection Process, or impose conditions on that Invited Respondent's continuing participation in the Consultation and Selection Process;

---

**Volume 1: Instructions for Invited Respondents**

---

- the Invited Respondent will no longer be eligible to receive the Allowance and Final Compensation described in Clause 2 of the Submission Agreement.

**8.11 Communication**

Subject to **Subsections 4.1.4, 4.1.5 and 4.1.6**, all requests for information must be submitted in writing by letter, e-mail, or fax. The Minister's Representative is the only person with whom Invited Respondents may communicate concerning the Consultation and Selection Process, including this Request for Proposals.

Any communication with the Minister or any other unauthorized person may result in the disqualification of the Invited Respondent and the rejection of its Proposal.

However, for all communication with the various parties with whom the Private Partner will have to interact in carrying out the A-30 PPP Completion:

- i) upon written request for authorization to the Minister's Representative, the Ministère will grant its consent, subject to conditions it will establish, at its sole discretion (protecting of the confidential information, etc.), to the Invited Respondent permitting it to communicate with, in particular, certain public utility providers such as Bell Canada, Vidéotron, Hydro-Québec (Distribution division), Hydro-Québec TransÉnergie, Gaz Métro and TransCanada PipeLines Limited and other third parties, including the St. Lawrence Seaway Management Corporation, Transport Canada, Hydro-Québec (Production), Canadian National, CSX, etc. The Minister will provide the Invited Respondent with the name of the contact person at such public utility providers or concerned third parties;
- ii) for any communication with someone other than the Minister's Representative pertaining to any information relating to the Consultation and Selection Process, including the Request for Proposals, the Invited Respondent must go through the Minister via the Minister's Representative in accordance with the request for information procedure. The Minister will send the question to the appropriate Person, and will attempt to obtain a response from the appropriate Person. The Minister will transmit the response, as the case may be, according to the procedures outlined in **Schedule D** of the Submission Agreement.

Any information communicated to the Invited Respondent pursuant to the procedure contained in this section will be provided on an as is, as found, no recourse basis. The Minister and the Released Parties disclaim all liability and in no way guarantee the accuracy, the relevance, or the completeness of the information conveyed.

**Volume 1: Instructions for Invited Respondents**

---

**8.12 Accuracy of information and requests for further information**

With the exception of certain specific data contained in the studies listed in **Volume 2**, for which an explicit guarantee is given in **Volume 2**, all of the information contained in this Request for Proposals that is provided or made available as part of the Request for Proposals process has been or will be provided or made available on an as-is, as-found, no-recourse basis. The Minister and the Released Parties, along with the Persons listed in **Section 1.4**, disclaim all liability with respect to the accuracy, relevance, or completeness of the information conveyed. Any representations or guarantees arising from the law are expressly disavowed.

Each Invited Respondent is fully responsible for carefully and meticulously examining the documents forming part of this Request for Proposals and arriving at a complete and thorough understanding of them. Each Invited Respondent is fully responsible for ensuring that it has all the information necessary to respond to this Request for Proposals, for preparing and submitting its Proposal, and for determining the accuracy, relevance, and completeness of any information that it relies on. Each Invited Respondent is fully responsible for ensuring that it understands the A-30 PPP Completion, for finding out all the general and local conditions associated with the preparation of its Proposal and implementing the A-30 PPP Completion, and ascertaining any other factor that might affect the implementation of the A-30 PPP Completion, including any aspect that might influence the cost to the Invited Respondent of performing its obligations under the A-30 PPP Completion or the time required for the Invited Respondent to perform said obligations in any way whatsoever. Each Invited Respondent is fully responsible for obtaining its own independent advisors with respect to the A-30 PPP Completion in connection with financial, legal, accounting, engineering, environmental, technical, traffic and toll revenue, and other matters.

In order for the Invited Respondents to have the information required to prepare their Proposals in time to submit the Technical Component, Invited Respondents are asked to review the information made available to them in the Electronic Data Room as quickly as possible, which information will include the feasibility studies used to prepare the reference project, so they can determine their respective requirements with respect to the preparation of any further studies or with respect to any further requests for information or studies. The Invited Respondents are fully responsible for and shall assume all costs and risks relating to the request of any further studies subject to what is provided with respect to geotechnical matter hereunder.

With respect to geotechnical studies, if Invited Respondents find they need further information or need to have further geotechnical studies carried out, they must send the Minister a detailed plan of their respective requirements within 60 days following the execution of the Submission Agreement so the Minister can arrange

**Volume 1: Instructions for Invited Respondents**

---

to provide the additional information and carry out further studies within the time frame allotted for the preparation and submission of the Technical Component.

After receiving the detailed plans for further geotechnical studies from the Invited Respondents, the Minister will commission an independent laboratory to coordinate and carry out such plans. To preserve anonymity and keep the results confidential, and to minimize the costs of carrying out such plans, the independent laboratory will receive from the Minister a disaggregated and anonymous compilation of all the further geotechnical studies required by the Invited Respondents and will prepare a cost estimate and a timetable for carrying out the plans for further geotechnical studies. The Minister will give each Invited Respondent a cost estimate and the projected timetable for carrying out its plan.

Within 24 hours of receipt of the estimates and timetable, the Invited Respondents must send the Minister's Representative a letter (the "**Letter of Intent**") stating their intent to carry out their respective plans for further geotechnical studies, subject to any amendments they may wish to make to them, and authorizing the Minister to initiate the relevant plans immediately. The Letter of Intent must also contain an undertaking by the Invited Respondent to pay for all costs associated with carrying out its plan for further geotechnical studies, including reasonable management fees incurred by the Minister in that regard. The Letter of Intent must also contain an undertaking by the Invited Respondent to pay for the costs of carrying out studies in accordance with the terms of the relevant directives issued by the Minister to the Invited Respondents.

If an Invited Respondent wishes to amend its original plan for further geotechnical studies, it must send the amendments to the Minister's Representative within 48 hours of receiving the cost estimate and timetable for the original plan for further geotechnical studies. The Minister will then give the independent laboratory a new disaggregated and anonymous compilation of the amendments. The laboratory will revise the cost estimate and timetable for the plans for further geotechnical studies as previously submitted to reflect the amendments that have been made. Where applicable, the Minister will remit new cost estimates and a timetable to the Invited Respondents that amended their plans and to those whose timetable or cost estimate may have been impacted by such amendments.

Within 24 hours of receipt of the new estimates and timetable, the Invited Respondents must send the Minister's Representative an amended Letter of Intent, confirming the undertakings in the Letter of Intent in light of the amendments made to the original plan for further geotechnical studies and new cost estimates and timetable, and authorizing the carrying out of the further geotechnical studies, as amended.

Time shall be of the essence in this section. The Minister will in no way delay the implementation of the plans for further geotechnical studies due to an Invited Respondent's failure to meet a deadline established in this section. If an Invited Respondent fails to meet such deadlines, it shall bear all risks associated with the

**Volume 1: Instructions for Invited Respondents**

---

delay, including, in particular, all costs and damages in connection with the preparation of its Proposal due to such delay. Nor will the Minister guarantee that the plans for further geotechnical studies will be carried out in accordance with the independent laboratory's projected timetable, and accordingly disclaims any liability in that regard.

The laboratory will send the Minister the results of the further geotechnical studies as they become available, and the Minister will be responsible for compiling the results based on each Invited Respondent's plans, and for sending them to the Invited Respondents as they are received and compiled by the Minister.

Should an Invited Respondent wish to have further supplemental geotechnical studies carried out, over and above those carried out in the framework of the foregoing plan, it may forward its request to the Minister. Such supplemental studies shall be carried out with consideration given to the plans in progress, the time frame for carrying out such studies and the feasibility of such studies in view of the time elapsed, and based on the conditions established by the Minister at his discretion. Invited Respondents will be responsible for all costs and all risks associated with requesting supplemental geotechnical studies and carrying them out.

If an Invited Respondent fails or refuses to pay its proportionate share of the costs for the additional studies, the Minister may offset the amount against the amount the Invited Respondent will be entitled to as an Allowance or Final Compensation, as the case may be, without prejudice to any other remedy that may be available to the Minister in that regard.

No representations are made or guarantees are given on such information provided as aforesaid with the exception of express representations or guarantees provided when the information is posted. The Invited Respondents will bear all of the risks related to the supply of any additional information and the conduct of additional studies, within the time frame allotted for the submission of the Technical Component.

**8.13 Contradictions between Request for Proposals documents**

An Invited Respondent who, prior to submitting its Technical Component, finds that any provision of the Request for Proposals or Partnership Agreement contradicts some other part of the Request for Proposals or Partnership Agreement, must notify the Minister's Representative, in writing, including details of the apparent contradiction and a request for clarification. If such a discrepancy exists but is not reported by an Invited Respondent as specified above, the provision that is, in the

---

**Volume 1: Instructions for Invited Respondents**

---

Minister's opinion, the most advantageous to the Minister, as determined solely by the Minister, takes precedence.<sup>2</sup>

#### **8.14 Change to the composition of an Invited Respondent**

An Invited Respondent may not change its personal status as Invited Respondent or its Submission as filed under the Request for Qualifications without the Minister's prior approval, at the latter's sole discretion.

In the event an Invited Respondent wishes to make a material change to its organization or structure before the Technical Component Submission Date or the Financial Component Submission Date, as the case may be, it must provide to the Minister, no less than fifteen business days before the Technical Component Submission Date or the Financial Component Submission Date, as the case may be, such relevant information available about such proposed change as the Minister may deem necessary, at his sole discretion. Any such proposed changes shall require the Minister's prior approval, at the latter's sole discretion. Thereafter, no material change may be made in respect of the Invited Respondent until after the Partnership Agreement has been executed.

In the event an Invited Respondent wishes to change its status as Invited Respondent and substitute another Person in its stead, it must provide to the Minister, no less than fifteen business days before the Technical Component Submission Date or the Financial Component Submission Date, as the case may be, such relevant information available about such Person and the proposed substitution (including the information specified in **Subsection 5.1.1** of this volume) as the Minister may deem necessary, at his sole discretion, and obtain the Minister's approval of the proposed change, which approval shall be at the latter's sole discretion. Thereafter, no material change may be made in respect of the Invited Respondent nor any substitutions whatsoever until after the Partnership Agreement has been executed.

The Invited Respondent and each of its Members and Participants must guarantee that the Person that replaces the initial Invited Respondent will honour the Submission filed by the Invited Respondent; the Invited Respondent and each of its Members and Participants agree to have such Person assume the representations and obligations of the Invited Respondent, including those arising from the Submission or from the Technical Component, if the change occurs between the Technical Component Submission Date and the Financial Component Submission Date. The Minister, at his sole discretion, may require that any documents he considers relevant be submitted and, as applicable, signed by the Invited Respondent and any of its Members, Participants or Key Individuals, as

---

<sup>2</sup> See also the last paragraph of the **Interpretation section**.

**Volume 1: Instructions for Invited Respondents**

---

well as the Person replacing the Invited Respondent. Furthermore, no such change shall alter any of the declarations, representations or undertakings made by either the Invited Respondent or any of its Members, Participants and Key Individuals at the Request for Qualifications and Request for Proposals stages if the change occurs during the Request for Proposals process, nor shall it release any of them from any of their obligations under either the Request for Qualifications or the Request for Proposals.

The Person that replaces the Invited Respondent must, amongst other things, deliver a duly signed undertaking containing such conditions as the Minister deems satisfactory, at his sole discretion, declaring that it will assume all of the obligations of the Invited Respondent under the Request for Qualifications and, as the case may be, all of the obligations of the Invited Respondent under the Request for Proposals including, in particular, any obligations arising from the Submission Agreement or the Technical Component and Financial Component undertaking forms, respectively contained in **Schedules 1-13** and **1-15** of this volume.

Furthermore, no changes may be made to any of the Invited Respondent's Members, Participants, and/or Key Individuals, nor to any of its contractors, consultants, advisors, experts or other persons specified in the Submission or the Proposal submitted in response to this Request for Proposals (including the involvement of any Member, Participant, or Key Individual of the Invited Respondent), without the Minister's prior approval, at his sole discretion. An Invited Respondent who wishes to make such a change before the Technical Component Submission Date or the Financial Component Submission Date, as the case may be, must inform the Minister's Representative in writing fifteen business days before the Technical Component Submission Date or the Financial Component Submission Date, as the case may be. Such notice must clearly state the proposed change, its nature, and its rationale, so that the Minister can evaluate the request. More particularly, in the case of the replacement of any of the Invited Respondent's Members, Participants or Key Individuals, the Invited Respondent must produce the documentation required to establish that the proposed replacement generally has the required qualifications, experience, and competencies in comparison with the original Persons proposed, and is otherwise qualified to fill the position concerned. The Invited Respondent must also provide any other documentation or information the Minister might request, at his sole discretion, in order to become satisfied with the abilities, qualifications, experience, and competencies of the proposed replacement.

After the Financial Component Submission Date, Invited Respondents may not make any material change to themselves or any of their Members, Participants or Key Individuals, nor proceed with any replacements whatsoever until after the Partnership Agreement has been executed. Any change to the Invited Respondent or such Members, Participants or Key Individuals must be approved in advance by the Minister, at his sole discretion.

**Volume 1: Instructions for Invited Respondents**

---

A change to an Invited Respondent or any of its Members, Participants or Key Individuals will not automatically disqualify the Invited Respondent. The decision as to whether or not to disqualify an Invited Respondent as a result of such a change lies with the Minister, at his sole discretion, and will be final and binding upon the parties.

The Minister may, at his sole discretion, permit a change that is subject to such terms and conditions as the Minister may determine. In the event of an actual change that took place earlier, without the Minister's approval, the Minister may disqualify the Invited Respondent and exclude it from the Consultation and selection process, or may allow the Invited Respondent to continue to participate, subject to the terms and conditions determined by the Minister, at his sole discretion. If an addition, removal, substitution, or other change is permitted by the Minister, the latter may require additional information that will become part of the Proposal and that will be taken into consideration in the Consultation and Selection Process.

**8.15 Minister's additional rights**

As stated above, this Request for Proposals in no way constitutes, directly or indirectly, an offer to enter into a Partnership Agreement nor does it oblige the Minister to enter into any such agreement with any Person whatsoever. The Minister may, at his sole discretion, terminate or modify this Consultation and Selection Process, including this Request for Proposals, at any time.

The Minister has full authority to obtain independent verification of information concerning an Invited Respondent and any Collaborator, and obtain any further information in respect thereof.

In addition to the rights and powers set forth elsewhere herein, the Minister reserves the right and full power to:

- disregard and, as the case may be, require the correction of any irregularity or non-compliance with any requirements set forth in this Request for Proposals or contained in any Proposal;
- issue addenda to this Request for Proposals to the attention of the Invited Respondents. All addenda complement or replace (as applicable) the information and requirements that are found in this Request for Proposals. Amendments or additions in any form other than by way of an addendum will in no way be binding upon the parties;
- request and receive additional or new information from any or all Invited Respondents at any time prior to selecting the Selected Proponent;

---

**Volume 1: Instructions for Invited Respondents**

---

- discuss or approve certain changes, amendments, or modifications to the Selected Proponent's Proposal.

**8.16 Ownership of documentation**

The specifications, drawings, documentation, plans, and information provided to Invited Respondents by the Minister in connection with this Request for Proposals or the A-30 PPP Completion are and remain the property of the Minister, and must be treated as confidential, and may not be used for any purpose other than responding to this Request for Proposals and ensuring compliance with the Partnership Agreement. At the Minister's request, any drawing, documentation, plan, or information supplied or done by or on behalf of the Minister, including all copies made by or for the Invited Respondent, must be returned to the Minister.

Any material, drawing and plan that are produced, or delivered to the Minister by an Invited Respondent and that are contained in or form part of its Proposal will automatically become the property of the Minister.

The Minister shall keep a copy of all of the Proposals, and may destroy the remaining documentation at his sole discretion.

**8.17 Access to information and confidentiality****8.17.1 Access to information**

To the extent permitted under Québec access to information legislation, such as, in particular *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1, the Minister will maintain the confidentiality of information supplied as such by the Invited Respondents in their respective Proposals.

Each Invited Respondent (including its Members, Participants and Key Individuals) accepts and agrees that any information contained in their Proposal may be conveyed, as permitted in the consent set out in the undertaking forms respectively contained in **Schedules 1-13** and **1-15** and the Technical Component and Financial Component undertaking forms for Key Individuals respectively contained in **Schedules 1-14** and **1-16** of this **Volume 1**, to the various mandataries, representatives, consultants, advisors or experts of the Minister, the Ministère or the PPPQ, as well as to the members of their respective staffs, who may be called upon to assist any of them in connection with the Consultation and Selection Process. Moreover, the Minister may convey, without the consent of the Invited Respondent, Member, Participant or Key Individual, as the case may be, any information contained in the Proposal which access to information legislation permits or requires to be conveyed to a third party without consent being obtained

**Volume 1: Instructions for Invited Respondents**

---

or requested, as the case may be, from the Invited Respondent or one of its Members, Participants or Key Individuals.

Furthermore, nothing in this Request for Proposals should or may be interpreted as in any way preventing the Minister, his mandataries, representatives, consultants, advisors, agents, experts or any member of their respective staffs from conveying any information contained in the Proposal, if so required by a court or public authority having the power and jurisdiction to so order.

The preceding paragraph applies to each of the Invited Respondents and their Members, Participants and Key Individuals, adapted as necessary.

The Invited Respondent, including its Members and Participants, must submit the financial statements or other equivalent information required for the Financial Component in a separate sealed envelope, clearly identified when filing its Proposal. The Minister will maintain the confidentiality of such financial statements or equivalent information so provided by Invited Respondents to the extent provided under *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1. Following the announcement of the Selected Proponent, the financial statements supplied to the Minister by an Invited Respondent in a sealed envelope will be put back into a sealed envelope and retained and destroyed in accordance with the Ministère's archive management procedures.

**8.17.2 Confidentiality**

In the context of this volume, the Minister requires the Invited Respondents and their respective Members and Participants to sign the Submission Agreement found in **Schedule 1-1**, which contains the confidentiality clauses that are applicable to the Request for Proposals and the Consultation and Selection Process.

The Minister will respect the confidentiality of information provided by Invited Respondents in their Proposals if and to the extent required by *An Act Respecting Access to Documents Held by Public Bodies and the Protection of Personal Information*, R.S.Q. c. A-2.1. However, the Minister reserves the right to make copies of all Proposals for the purposes of consultation, evaluation, and the Request for Proposals approval process purposes, and to give copies and disclose the information that they contain solely to Persons involved in consultation, evaluation, and the Request for Proposals approval process.

Neither the Invited Respondents nor any of their respective Members, Participants, Key Individuals or Collaborators may disclose any information of any nature whatsoever, including any public announcement related to their Proposal or the Consultation and Selection Process to anyone who is not specifically involved in their Proposal without the prior written consent of the Minister.

---

**Volume 1: Instructions for Invited Respondents**

---

All Invited Respondents who submit a Proposal consent to the disclosure of the following information:

- their name;
- if applicable, the fact that their Proposal is considered to be compliant;
- the name of the Selected Proponent.

The foregoing paragraph applies to each Member and Participant of the Invited Respondent, adapted as required.

### **8.18 Official version of the Request for Proposals document**

Only the French version of the Request for Proposals document is official and has legal force, except as regards the Technical Component and Financial Component undertaking forms for Key Individuals found respectively in **Schedules 1-14** and **1-16** and the discharge form found in **Schedule 1-17**, which may be signed by Key Individuals in English, and the letters of credit found respectively in **Schedules 1-8** and **1-9**, which may be delivered in English.

### **8.19 Official language**

Section 21 of the *Charter of the French language*, R.S.Q. c. C-11, requires contracts signed by the Government, its departments, and its agencies to be drawn up in the official language, which is French. Furthermore, it is mandatory that any communications or notices arising from the exercise of a right or obligation under the Partnership Agreement be in writing and in French.

### **8.20 English version of the documents**

An English version of the Request for Proposals, including the draft Partnership Agreement and Technical Specifications, will be made available, but will be solely for guidance.

**Schedule 1-1**

**Submission Agreement**

Volume 1: Instructions for Invited Respondents

---

**SUBMISSION AGREEMENT**

**THIS SUBMISSION AGREEMENT** is made on •, 2007.

**AMONG:**

**MINISTRE DES TRANSPORTS DU QUÉBEC**  
(the "**Minister**")

**AND:** •, having a commercial establishment at • (the "**Invited Respondent**")

**AND:** •

**AND:** •

(each a "**Member**" and collectively, the "**Members**")

**AND:** •

**AND:** •

(each a "**Participant**" and collectively, the "**Participants**")

**PREAMBLE**

**WHEREAS** the Invited Respondent has been advised by the Minister's Representative that pursuant to the Request for Qualifications regarding the A-30 PPP Completion, it is one of the Invited Respondents to participate in the Request for Proposals;

**WHEREAS** pursuant to the Request for Qualifications, the Minister has offered to pay the Final Compensation or the Allowance to the Invited Respondents on certain terms and conditions which he wishes to establish in this Agreement;

**WHEREAS** the Minister has proposed a consultative process that involves a General Information Session, Topical Information Sessions and Discussion Workshops with the Invited Respondents and their respective Members and Participants;

**WHEREAS** the Parties wish to enter into this Agreement to establish the terms and conditions for payment of the Final Compensation or the Allowance and to set out their respective rights and obligations in respect of the Consultative and Selection Process and certain other matters referred to herein.

**Volume 1: Instructions for Invited Respondents**

---

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

- 1.1 Unless the context requires otherwise, the capitalized terms used in this Agreement and defined in **Schedule A** hereof have the meanings given to them in **Schedule A**. Where a term is not defined herein but is defined in **Volume 1** of the Request for Proposals, it has the meaning given to it therein. This Agreement shall also be interpreted in accordance with the provisions of **Schedule A**.
- 1.2 The preamble and each of the schedules to this Agreement are incorporated into and form an integral part hereof.
- 1.3 In the event of conflict or inconsistency between this Agreement and any part of the Request for Qualifications or Request for Proposals, the provisions of this Agreement will prevail.
- 1.4 A reference herein to the Request for Proposals is a reference to the most recent updated version of either such document, as amended by the Addenda issued by the Minister to the Invited Respondent pursuant to the Request for Proposals (collectively, "**Addenda**", and individually, each an "**Addendum**").

**ARTICLE 2  
FINAL COMPENSATION, ALLOWANCE AND LIABILITY  
TO THE INVITED RESPONDENTS**

- 2.1 The Minister will pay the Final Compensation to the Invited Respondent pursuant to the terms and conditions specified in this **Article 2**.
- 2.2 The Minister's obligation to pay the Final Compensation is subject to **Section 2.3** and is conditional on the Invited Respondent:
  - 2.2.1 submitting a Proposal at the address mentioned in **Section 7.1** of **Volume 1** of the Request for Proposals which is at one and the same time:
    - (i) an eligible Proposal by no later than the Technical Component Submission Date as regards the Technical Component of its Proposal and by no later than the Financial Component Submission Date as regards the Financial Component of its Proposal;
    - (ii) a Compliant Proposal by no later than the Technical Component Submission Date as regards the Technical Component or a date specified in a request from the Minister for clarification or

**Volume 1: Instructions for Invited Respondents**

---

rectification pursuant to **Section 6.8** of **Volume 1** of the Request for Proposals, as the case may be; and

- (iii) a Compliant Proposal by no later than the Financial Component Submission Date as regards the Financial Component or a date specified in a request from the Minister for clarification or rectification pursuant to **Section 6.8** of **Volume 1** of the Request for Proposals, as the case may be.

- 2.2.2 granting the Minister all of the intellectual and other property rights in the Proposal in accordance with **Article 9** hereof;
  - 2.2.3 seeing to it that each Person attending the General Information Session, a Topical Information Session or a Discussion Workshop signs the Release and Waiver and remits it to the Minister, in the form attached as **Schedule B** hereto;
  - 2.2.4 attending and participating in each of the Information Sessions and Discussion Workshops described in **Article 5** and **Schedule C** hereof and complying with the conditions stated in such Article and Schedule; and
  - 2.2.5 providing the Security Deposit and, where applicable, the Additional Security Deposit in accordance with **Article 3** hereof.
- 2.3 Subject to the provisions of **Section 2.4** and **Article 3**, the Minister shall pay the Final Compensation to each of the Invited Respondents in the manner and in the circumstances set forth hereinbelow:
- 2.3.1 to each Invited Respondent that is not selected as the Selected Proponent but that complies with the terms and conditions specified in this **Article 2**, if the Minister issues the Notice of the Selected Proponent;
  - 2.3.2 to each Invited Respondent whose Technical Component is found eligible and compliant with the Technical Component commercial and technical compliance requirements set out in **Volume 1** of the Request for Proposals and which satisfies the other terms and conditions stipulated in this **Article 2**, if the Minister terminates the Consultation and Selection Process any time after the Technical Component Submission Date but before the Financial Component Submission Date;
  - 2.3.3 to each Invited Respondent that submits a Compliant Proposal and that complies with all other terms and conditions specified in this **Article 2**, if the Minister terminates the Consultation and Selection Process any time after the Financial Component Submission Date but before the

**Volume 1: Instructions for Invited Respondents**

---

- date of issue of the Notice of the Selected Proponent or if the Minister does not issue the Notice of the Selected Proponent within twelve (12) months of the Technical Component Submission Date;
- 2.3.4 to the Selected Proponent if the Minister terminates the Consultation and Selection Process after issuing the Notice of the Selected Proponent but before the Financial Closing. Notwithstanding the foregoing, no Final Compensation or any other sum of any nature whatsoever shall be paid or payable to the Selected Proponent in the circumstances referred to in **Sections 3.5 or 4.3** or if the Minister is entitled to call on the letter(s) of credit held as the Security Deposit or the Additional Security Deposit in accordance with the terms and conditions set out in **Section 3.7**.
- 2.4 No Final Compensation of any nature whatsoever will be paid or payable to the Invited Respondent if:
- 2.4.1 the Invited Respondent fails to meet any of the requirements set out in **Section 2.2**;
- 2.4.2 except in the circumstances described in **Subsection 2.3.4**, the Invited Respondent is selected as the Selected Proponent;
- 2.4.3 the Invited Respondent or one of its Collaborators breaches this Agreement or fails to comply with the terms and conditions of the Request for Proposals, including the terms and conditions set out in **Article 8 of Volume 1** of the Request for Proposals, notwithstanding that the Minister may have given written notice to the Invited Respondent in respect of any such breach or default and, where the breach or default can be remedied, has granted at least five (5) Business Days to the Invited Respondent to remedy same;
- 2.4.4 an event contemplated in **Section 4.3** of this Agreement occurs;
- 2.4.5 the Invited Respondent, after submitting a Compliant Proposal, withdraws its Compliant Proposal for any reason whatsoever after the Technical Component Submission Date as regards the Technical Component of its Proposal or after the Financial Component Submission Date as regards the Financial Component of its Proposal and prior to the date of issuance of the Notice of the Selected Proponent.
- 2.5 Subject to the provisions of **Sections 2.3, 2.4, 2.9 and 2.10**, the Minister shall pay the Final Compensation to the Invited Respondent no later than thirty (30) days after receiving an invoice. The Invited Respondent may send an invoice upon the occurrence of the earlier of: (i) Financial Closing, (ii) nine (9) months after the date of issuance of the Notice of the Selected Proponent whether or not the Partnership

**Volume 1: Instructions for Invited Respondents**

---

Agreement has been executed, (iii) twelve (12) months after the Technical Component Submission Date if the Minister has not issued the Notice of the Selected Proponent at that time or (iv) the announcement date of the cancellation or termination of the Consultation and Selection Process by the Minister.

- 2.6 If the Minister terminates the Consultation and Selection Process at any time after the date this Agreement is executed but prior to the Technical Component Submission Date or if the Technical Component Submission Date does not occur before **December 19, 2008**, the Minister will pay the Allowance to each Invited Respondent:
- 2.6.1 that attends and participates in the General Information Session, in each of the Topical Information Sessions and each of the Discussion Workshops described in **Article 5** and in **Schedule C** hereof that was held before the date of the event giving rise to entitlement to the Allowance;
  - 2.6.2 that fully complies with, and sees that all of its Collaborators fully comply with, the rules and terms and conditions set forth in **Article 5** and in **Schedule C** hereof; and
  - 2.6.3 that abides by and complies with, and sees that all its Collaborators abide by and comply with, the terms and conditions of this Agreement and of the Request for Proposals.
- 2.7 Notwithstanding any provision hereinabove set forth, no Allowance of any nature whatsoever will be paid or payable to the Invited Respondent if:
- 2.7.1 the Invited Respondent fails to meet any requirement set forth in **Section 2.6**;
  - 2.7.2 the Invited Respondent is entitled to the Final Compensation or the Invited Respondent is selected as the Selected Proponent;
  - 2.7.3 the Invited Respondent or one of its Collaborators breaches this Agreement or fails to comply with the terms and conditions of the Request for Proposals, including the terms and conditions set out in **Article 8** of **Volume 1** of the Request for Proposals, notwithstanding that the Minister may have given written notice in respect of any such breach or default and, where the breach or default can be remedied, has granted at least five (5) Business Days to the Invited Respondent to remedy same;
  - 2.7.4 an event contemplated in **Section 4.3** of this Agreement occurs.
- 2.8 Subject to the provisions of **Sections 2.6, 2.7** and **2.10**, the Minister shall pay the Allowance no later than thirty (30) days after receiving an invoice. The Invited

**Volume 1: Instructions for Invited Respondents**

---

Respondent may send an invoice upon the occurrence of the earlier of: (i) the announcement date of the cancellation or termination of the Consultation and Selection Process by the Minister, or (ii) **December 19, 2008**.

- 2.9 In the exceptional circumstances where the Invited Respondent has received payment of the Allowance and is then entitled to receive the Final Compensation, the Minister shall pay it the difference between the Final Compensation and the Allowance.
- 2.10 If the Invited Respondent fails or refuses to pay its proportionate share of the costs of the additional geotechnical studies carried out by the Minister in accordance with **Section 8.12** of **Volume 1** of the Request for Proposals, the Minister may offset such amount against the amount the Invited Respondent is entitled to receive as the Allowance or Final Compensation, as the case may, without prejudice to any other remedy the Minister may be entitled to in that regard.
- 2.11 The Invited Respondent accepts and agrees to be bound by the waivers, disclaimers, the limitations of liability and indemnities set forth in this Agreement or provided in connection with the Information Sessions or Discussion Workshops. The Invited Respondent expressly waives any Claim for a sum greater than the Allowance or, if it is entitled to receive the Final Compensation, it expressly waives any Claim to a sum greater than the Final Compensation, that it has or may have or which may arise in either case, whether for damages or other compensation in connection with the Consultation and Selection Process.
- 2.12 The Invited Respondent and each of its Members and Participants hereby agree that in consideration of the Invited Respondent being given access to the Electronic Data Room, including to **Volumes 2** and **3** of the Request for Proposals, and in consideration of the Invited Respondent being invited to submit a Proposal:
- 2.12.1 the Releasees will not under any circumstance whatsoever, be responsible or liable for or in respect of any Claims (except in the case of gross fault or wilful misconduct by the Minister or the Releasees) by any Person (including any Invited Respondent and any Collaborator) arising out of or in any way relating to the A-30 PPP Completion or the Consultation and Selection Process in any manner whatsoever (including any Claims arising out of the General Information Session, the Topical Information Sessions and the Discussion Workshops or from the participation of Persons designated by the Minister at such meetings);
- 2.12.2 the Invited Respondent and each of its Members and Participants hereby expressly waive any such Claim arising out of or in any way relating to the A-30 PPP Completion and the Consultation and Selection Process in any manner whatsoever, which it now has or may hereafter have against the Releasees and it hereby irrevocably and unconditionally releases and discharges each of the Releasees from

**Volume 1: Instructions for Invited Respondents**

---

any and all Claims arising out of or in any way relating to the A-30 PPP Completion and the Consultation and Selection Process in any manner whatsoever. Provided however that such waiver and discharge is not intended to extend to a Claim for non-payment of the Allowance or the Final Compensation, or to Claims arising due to the gross fault or wilful misconduct of the Minister or any of the Releasees; and

- 2.12.3 the Invited Respondent and each of its Members and Participants shall indemnify and hold harmless the Minister and the other Releasees from and against all Claims brought by or on behalf of (i) any present or former Collaborator of the Invited Respondent against the Minister or any Releasee arising out of or in any way relating to this Agreement, the A-30 PPP Completion or the Consultation and Selection Process, or (ii) a third party, as a result of an act or omission by the Invited Respondent or one or more of its Collaborators in connection with the performance of its obligations under this Agreement or in connection with the Consultation and Selection Process.
- 2.13 The Invited Respondent and each of its Members and Participants furthermore consent and agree not to support another Person, act in concert with such a Person nor join with such a Person, directly, indirectly or in any manner whatsoever, for purposes of making a Claim against any or all of the Releasees arising from the A-30 PPP Completion or the Consultation and Selection Process or related thereto in any way whatsoever.
- 2.14 The Invited Respondent and each of its Members and Participants consent and agree not to make a Claim against a Person that might thereby have a Claim against any or all of the Releasees.
- 2.15 The Invited Respondent and each of its Members and Participants hereby represent and warrant that they have not and will not assign any Claim that they have waived under this **Article 2** to any party whatsoever.
- 2.16 Without limiting the generality of the foregoing, it is expressly understood and agreed that the Minister will not be under any obligation whatsoever to select a Selected Proponent or to award the Partnership Agreement to an Invited Respondent, and he may terminate the Request for Proposals or the Consultation and Selection Process at any time and for any reason whatsoever as the Minister may, at his discretion, consider to be in the best interests of the Minister.
- 2.17 The Invited Respondent may withdraw the Technical Component or Financial Component of its Proposal upon giving written notice to the Minister's Representative any time prior to the Technical Component Submission Date or the Financial Component Submission Date respectively, without thereby waiving its right to submit a new Technical Component or new Financial Component by no later than the Technical Component Submission Date or the Financial Component

**Volume 1: Instructions for Invited Respondents**

---

Submission Date respectively. Subject to such right, the Invited Respondent is only entitled to file one Proposal.

**ARTICLE 3  
SECURITY DEPOSITS**

- 3.1 Concurrently with the submission of the Technical Component of its Proposal, the Invited Respondent will provide the Security Deposit to the Minister in the amount of \$3,000,000, valid for a period of twelve (12) months following the Technical Component Submission Date, by way of one or more irrevocable letters of credit which shall comply with the requirements of **Section 5.2** of **Volume 1** of the Request for Proposals and be fully consistent with the model contained in **Schedule 1-8** of **Volume 1** of the Request for Proposals.
- 3.2 If the Invited Respondent fails to provide the Security Deposit to the Minister as required by **Section 3.1**, then the Minister may, by written notice, terminate the Invited Respondent's involvement in the Consultation and Selection Process and reject the Proposal submitted by the Invited Respondent without review or any further consideration, in which case the Invited Respondent shall not be entitled to receive the Final Compensation, the Allowance or any other payment or compensation of any kind for any reason whatsoever.
- 3.3 Subject to the Minister's right to retain and apply the Security Deposit as Liquidated Damages, as provided herein and subject to **Section 3.7**, the Security Deposit shall be returned to the Invited Respondent, if it is not selected as the Selected Proponent, within ten (10) Business Days following the earlier of: (i) Financial Closing, (ii) notice from the Minister or the Minister's Representative that the Invited Respondent's Proposal is not a Compliant Proposal, (iii) thirty (30) days after cancellation or termination of the Consultation and Selection Process by the Minister, or (iv) **June 19, 2009**.
- 3.4 If the Invited Respondent is selected as the Selected Proponent, it shall provide the Additional Security Deposit for an additional sum of \$15,000,000 (for a cumulative total of \$18,000,000) to the Minister within five (5) business days of receiving the Notice of Selection of the Selected Proponent, which must be valid until the expiry date of the Security Deposit, by way of one or more irrevocable letter(s) of credit which must satisfy the requirements of **Subsection 4.1.12** of **Volume 1** of the Request for Proposals and be fully consistent with the model contained in **Schedule 1-9** of **Volume 1** of the Request for Proposals.
- 3.5 If the Invited Respondent is selected as the Selected Proponent and it fails to deliver the Additional Security Deposit to the Minister in accordance with **Section 3.4**, then the Minister may, by written notice, terminate the Invited Respondent's involvement in the Consultation and Selection Process, reject its Proposal, even if it is a Compliant Proposal, cease all negotiations or other contact with the Invited Respondent and terminate all the Minister's obligations to the Invited Respondent hereunder, in which case, the Invited Respondent shall not be

**Volume 1: Instructions for Invited Respondents**

---

entitled to the Final Compensation, the Allowance or any other payment or compensation of any kind for any reason whatsoever.

- 3.6 Subject to the Minister's right to retain and apply the Security Deposit and Additional Security Deposit as Liquidated Damages, as provided herein and subject to **Section 3.7**, the Security Deposit and Additional Security Deposit shall be returned to the Invited Respondent, if it is selected as the Selected Proponent, within ten (10) Days following the earlier of: (i) Financial Closing; (ii) thirty (30) days after cancellation or termination of the Consultation and Selection Process by the Minister, or (iii) **June 19, 2009**.
- 3.7 The Minister may call on the letter(s) of credit held as the Security Deposit or Additional Security Deposit and retain and apply the proceeds thereof to his own use, as Liquidated Damages, if:
- 3.7.1 the Invited Respondent withdraws its Proposal for any reason whatsoever after the Technical Component Submission Date as regards the Technical Component or after the Financial Component Submission Date as regards the Financial Component;
  - 3.7.2 the Invited Respondent or one of its Collaborators is in default under this Agreement or fails to comply with the terms and conditions of the Request for Proposals, including those set out in **Article 8 of Volume 1** of the Request for Proposals, notwithstanding that the Minister may have given written notice to the Invited Respondent in respect of any such default, and where the default can be remedied, has granted at least five (5) Business Days to the Invited Respondent to remedy same;
  - 3.7.3 an event contemplated in **Section 4.3** hereof occurs;
  - 3.7.4 after submitting a Compliant Proposal and receiving notice from the Minister to the effect that the Invited Respondent has been selected as the Selected Proponent, and the Invited Respondent does not deliver, within five (5) Business Days of notice of its selection, one or more irrevocable letters of credit in accordance with the requirements of **Section 3.4**, for a total additional amount of \$15,000,000;
  - 3.7.5 after submitting a Compliant Proposal and receiving notice from the Minister to the effect that the Invited Respondent has been selected as the Selected Proponent, the Invited Respondent does not execute the Partnership Agreement, or the Financial Closing does not take place at the latest on the date which is ninety (90) days after the Invited Respondent receives notice that it has been selected as the Selected Proponent (or such later date as the Minister may in his discretion specify in writing for this purpose), except where the failure to meet the deadline is solely attributable to the Minister or any of the Releasees.

**Volume 1: Instructions for Invited Respondents**

---

- 3.8 Where the Minister is entitled to call on the Security Deposit or the Additional Security Deposit from the Invited Respondent pursuant to **Sections 3.5, 3.7.4 or 3.7.5**, the Minister, in his discretion, may then designate another Invited Respondent who has submitted a Compliant Proposal as the Selected Proponent, by starting discussions with the Invited Respondent who has submitted a Compliant Proposal with the second lowest price, as determined pursuant to **Section 6.7** of **Volume 1** of the Request for Proposals, in which case the provisions of **Sections 3.4 to 3.7** of this Agreement shall apply to said new Selected Proponent, with the appropriate adjustments being made.
- 3.9 Where the Minister is entitled, under this Agreement, to retain and apply the proceeds of the letter(s) of credit held as the Security Deposit or Additional Security Deposit for his own use as Liquidated Damages, it is expressly agreed and understood that such retention and application represents and shall be construed as Liquidated Damages for the Invited Respondent's failure to perform one or more of its obligations hereunder.
- 3.10 Subject to **Subsection 3.7.2**, the Minister shall not be required to give prior written notice to the Invited Respondent of his intention to call on the letter(s) of credit held as the Security Deposit or Additional Security Deposit. If the Invited Respondent gives the Minister written notice pursuant to this Agreement that it disputes the Minister's right to call on the letter(s) of credit and to retain the Security Deposit or Additional Security Deposit as Liquidated Damages, then the Minister will nonetheless be entitled to call on the letter(s) of credit, but shall remain liable to repay all or a portion of the amount of the letter(s) of credit if the dispute is resolved in favour of the Invited Respondent pursuant to a final decision of a court of competent jurisdiction, together with interest charged at the legal rate prescribed under the *Québec Code of Civil Procedure*.
- 3.11 The Minister may, at any time before the expiry date, without notice to the Invited Respondent, call on the letter(s) of credit and retain the proceeds therefrom in the same manner as the Security Deposit or Additional Security Deposit, if both of the following conditions are met:
- 3.11.1 The Minister, in accordance with the provisions of **Section 4.2** of this Agreement, amends or otherwise extends a timetable or deadline which leads to an extension of the term of validity of either the Security Deposit or the Additional Security Deposit referred to in **Sections 3.1 and 3.4** respectively of this Agreement;
- 3.11.2 Notwithstanding a request by the Minister, the Invited Respondent fails to renew or extend the term of the letter(s) of credit representing the Security Deposit or Additional Security Deposit, as applicable, at least thirty (30) days prior to the expiry date, without prejudice to the Invited Respondent's entitlement at any time to a period of five (5) Business Days after the date the aforementioned extension is announced to renew or extend the letter(s) of credit.

**Volume 1: Instructions for Invited Respondents**

---

**ARTICLE 4  
TERMINATION**

- 4.1 This Agreement will terminate automatically on the earlier to occur of:
- 4.1.1 the Minister terminating this Agreement pursuant to the provisions of **Sections 4.2 or 4.3**; and
  - 4.1.2 the Financial Closing.
- 4.2 The Minister may, by way of an Addendum, in his discretion and for any reason whatsoever and without liability to the Invited Respondent or any other party (except as expressly set forth in this Section), amend or otherwise extend any schedule or time period (including the Technical Component Submission Date, the Financial Component Submission Date and the schedule for implementing the A-30 PPP Completion) stipulated in the Request for Proposals or in this Agreement and suspend, postpone, cancel or terminate this Agreement or all or any part of the Consultation and Selection Process. Notwithstanding the foregoing, the Minister may not, without consultation with and the consent of the Selected Proponent, which consent may not be arbitrarily withheld, amend or extend any schedule or time period regarding the deadline for the Financial Closing or the execution of the Partnership Agreement after the Selected Proponent has provided the Minister with the Security Deposit set out in **Section 3.4**. Subject to the provisions hereof, it is understood that this Agreement (except **Schedule C**) may not be amended without the mutual consent of the contracting parties.
- 4.3 In addition to any other right that the Minister may have to terminate this Agreement, the Minister may, at his discretion, terminate this Agreement whereupon the Invited Respondent will no longer be permitted to participate in the Consultation and Selection Process, if the Invited Respondent, a Member, Participant or any other Person who has agreed to guarantee the obligations of the Invited Respondent or of a Member or Participant in respect of the A-30 PPP Completion, institutes proceedings or if proceedings are commenced against it in respect of bankruptcy, insolvency, winding-up or dissolution of the Invited Respondent, of a Member or of any other Person who has agreed to guarantee the obligations of the Invited Respondent or of a Member in respect of the A-30 PPP Completion, unless, in the case of a Participant or any other Person who has agreed to guarantee the obligations of the Invited Respondent, of a Member or a Participant in respect of the A-30 PPP Completion, the Invited Respondent offers to replace such Person with a Person who is acceptable to the Minister, at the latter's discretion. If this Agreement is terminated pursuant to this **Section 4.3**, the Invited Respondent will not be entitled to receive the Final Compensation or the Allowance.
- 4.4 Unless otherwise provided for herein, the Invited Respondent's obligations under **Articles 2, 3, 6, 9 and 11** and **Sections 4.4 and 7.3** of this Agreement and all waivers, disclaimers, limitations of liability and indemnities in favour of the Minister

**Volume 1: Instructions for Invited Respondents**

---

and the other Releasees under this Agreement and the Request for Proposals shall survive the termination of this Agreement for a period of ten (10) years.

**ARTICLE 5**  
**INFORMATION SESSIONS AND DISCUSSION WORKSHOPS**

- 5.1 The Invited Respondent and its Members and Participants accept and agree to comply with the Consultation and Selection Process. Moreover, the Invited Respondent and its Members and Participants undertake to abide by and comply with all terms and conditions of the Request for Proposals, including those set forth in **Article 8** of **Volume 1** of the Request for Proposals. The Invited Respondent undertakes to ensure that each of its Collaborators complies with each and every one of the terms and conditions of the Consultation and Selection Process and the Request for Proposals.
- 5.2 During the Consultation and Selection Process, the Minister intends to hold a General Information Session, Topical Information Sessions and Discussion Workshops, as described and set forth in **Schedules C** and **D**.
- 5.3 The Invited Respondent agrees to (i) attend the General Information Session, each Topical Information Session and each Discussion Workshop described in **Schedule C**, (ii) fully abide by the rules and terms and conditions set forth in **Schedule C** and (iii) ensure that each of its Collaborators and each Person attending the General Information Session, the Topical Information Sessions or the Discussion Workshops on behalf of the Invited Respondent or on behalf of any of its Collaborators, is familiar with the terms and conditions of this **Article 5** and of **Schedule C** and complies therewith.
- 5.4 The Invited Respondent will ensure that at a minimum the Invited Respondent's Contact Person or one of its Key Individuals attends the General Information Session, each of the Topical Information Sessions and each of the Discussion Workshops.
- 5.5 Each Person attending the General Information Session, each Topical Information Session and each Discussion Workshop, shall execute and deliver the waiver and discharge set out in **Schedule B** to the Minister. The Invited Respondent shall indemnify each of the Releasees in respect of any Claim arising directly or indirectly from the failure by a Person attending the General Information Session, a Topical Information Session or a Discussion Workshop on behalf of the Invited Respondent to sign and deliver the waiver and discharge and abide by the terms and conditions described therein.
- 5.6 Any cost or expense incurred by the Invited Respondent or its Collaborators in connection with the General Information Session, the Topical Information Sessions and the Discussion Workshops shall be borne by the Invited Respondent.

---

**Volume 1: Instructions for Invited Respondents**

---

**ARTICLE 6**  
**NON-BINDING NATURE OF INFORMATION SESSIONS**  
**AND DISCUSSION WORKSHOPS**

- 6.1 The Invited Respondent hereby acknowledges and agrees that no statement, waiver, acceptance, approval or consent made or given by the Releasees during the General Information Session, a Topical Information Session or a Discussion Workshop, and no action or omission by the Releasees during the General Information Session, a Topical Information Session or a Discussion Workshop will amend or waive any provision of the Request for Proposals or be binding on the Releasees, and the Invited Respondent or its Collaborators may not rely thereon in any manner and for any purpose whatsoever, unless and only to the extent confirmed by way of an Addendum issued by the Minister or a formal written reply issued in accordance with **Schedule D**.
- 6.2 During the General Information Session, a Topical Information Session or a Discussion Workshop, the Invited Respondent may request clarifications or information from the Minister. However, the Minister, in his discretion, will decide whether to provide any such clarifications or information. The Invited Respondent hereby agrees that it will not seek to obtain commitments from the Releasees (or any of them) during the Consultation and Selection Process (except as specifically contemplated in **Section 3.10** of **Schedule C** or in **Paragraph 1.1 f)** of **Schedule D**), and it will not otherwise seek to obtain an unfair competitive advantage over any other Invited Respondent. Any information or clarifications received represent the opinion of the party providing the opinion only and does not amend or affect the Request for Proposals in any manner whatsoever unless confirmed by way of an Addendum issued by the Minister or a formal written reply issued in accordance with **Schedule D**.
- 6.3 The Invited Respondent agrees and acknowledges that (unless confirmed by way of an Addendum or formal written response issued by the Minister, in the manner contemplated in **Section 3.10** of **Schedule C** or of **Paragraph 1.1 f)** of **Schedule D**), no comments provided by or on behalf of the Releasees (or any of them) during the General Information Session, a Topical Information Session or a Discussion Workshop, whether positive or negative, including comments on a specific topic raised by an Invited Respondent or which is included in any document or information provided by an Invited Respondent or any of its Collaborators before or during the General Information Session, the Topical Information Session or Discussion Workshop, will in any way be binding in any manner whatsoever on the Releasees, and will not be deemed or considered as being an indication of a preference by the Releasees, even if adopted by the Invited Respondent or another Invited Respondent.

**Volume 1: Instructions for Invited Respondents**

---

**ARTICLE 7  
COMMUNICATIONS BY INVITED RESPONDENTS  
WITH THE MINISTÈRE OR OTHER PERSONS**

- 7.1 In connection with the Consultation and Selection Process (including in connection with the Request for Proposals and the preparation of Proposals), the Invited Respondent will not communicate with the representatives (including the managers, employees, advisers and mandataries) of the Minister, of the Ministère and of the Government in respect of the Request for Proposals, the Consultation and Selection Process and the A-30 PPP Completion, except as expressly permitted in **Volume 1** of the Request for Proposals or pursuant to this Agreement.
- 7.2 The Invited Respondent is not entitled to have access to and will not meet with any such personnel referred to in **Section 7.1** in connection with the Consultation and Selection Process, except through the General Information Session, the Topical Information Sessions and the Discussion Workshops.
- 7.3 The Invited Respondent may not rely on any communication or response from the Minister, the Ministère or the Government in relation to the Request for Proposals, the Partnership Agreement, the Technical Specifications, the Consultation and Selection Process or the A-30 PPP Completion unless and only to the extent confirmed in writing by way of an Addendum or formal written reply issued by the Minister's Representative pursuant to **Schedule D** hereof. The use by an Invited Respondent of any information that it has obtained but which is not confirmed in an Addendum or in a formal reply pursuant to **Schedule D** hereof, shall be at the latter's sole risk and without recourse against the Minister or any Releasee.
- 7.4 The Invited Respondent acknowledges and agrees that no aspect of the Consultation and Selection Process is intended to permit any of the Invited Respondents to have access to information from the Ministère or the Minister that is not also made available to the other Invited Respondents and that no part of the review and evaluation of the Invited Respondent's Proposal shall be based on information obtained or shared during the Consultation and Selection Process, on the conduct of the Invited Respondent or of the Minister or on discussions between, on the one hand, the Minister or any of his officers, representatives, managers, employees, advisers and mandataries and, on the other hand, the Invited Respondent and its Collaborators during the Consultation and Selection Process.

**ARTICLE 8  
REQUESTS FOR INFORMATION**

- 8.1 Save as expressly provided in **Volume 1** of the Request for Proposals, the Minister's Representative is the only Person with whom the Invited Respondent may communicate in connection with the Request for Proposals, the Consultation and Selection Process and for all Requests for Information and clarifications from

**Volume 1: Instructions for Invited Respondents**

---

the Invited Respondent. The Minister's Representative is also the contact Person for requests for additional workshops to be held with the Minister. The Invited Respondent's Contact Person is the only Person authorized to communicate with the Minister's Representative regarding any Request for Information.

- 8.2 **Schedule D** sets out the process for submitting Requests for Information.

**ARTICLE 9**  
**INTELLECTUAL PROPERTY RIGHTS**

- 9.1 Upon submission of its Proposal by the Invited Respondent to the Minister, the Invited Respondent, its Members and Participants irrevocably and unconditionally transfer and assign to the Minister absolute and exclusive intellectual property rights to the Material Owned by the Invited Respondent conceived and developed exclusively for the purposes of the A-30 PPP Completion.
- 9.2 The Invited Respondent, its Members and Participants hereby grant to the Minister a licence to use, reproduce, adapt, develop and evolve the Material Owned by the Invited Respondent (other than that conceived exclusively for the purposes of the A-30 PPP Completion) for all governmental purposes in relation with the A-30 PPP Completion, as the Minister may consider useful. The aforementioned licence is irrevocable, non-exclusive, transferable and assignable, perpetual and royalty-free and permits the Minister to grant sub-licences, and is limited to the Province of Québec.
- 9.3 The Invited Respondent shall use its best efforts to obtain in favour of the Minister a licence to use the Other Material Used by the Invited Respondent for all governmental purposes in relation with the A-30 PPP Completion, as the Minister may consider useful. The aforementioned licence is irrevocable, non-exclusive, and permits the Minister to grant sub-licences, and covers the Province of Québec. The Invited Respondent undertakes to pay for the costs of said licence until the expiry of the Partnership Agreement. If the Invited Respondent is unable to obtain such a licence for the Minister, the Invited Respondent shall pay for the costs of the licence obtained by the Minister directly from the third party. If the Invited Respondent is unable to obtain such a licence for the Minister and the Minister is unable to obtain same from the third party, the Invited Respondent may not incorporate the Other Material Used by the Invited Respondent in its Proposal.
- 9.4 The Invited Respondent, its Members and Participants expressly acknowledge and agree that the aforementioned intellectual property assignment and licences are an essential condition of this Agreement, of the Invited Respondent's receiving the Request for Proposals and of its participating in the Consultation and Selection Process.
- 9.5 Invited Respondent's Representations, Warranties and Undertakings

**Volume 1: Instructions for Invited Respondents**

---

- 9.5.1 The Invited Respondent warrants to the Minister that it holds all the rights permitting it to transfer and assign the licences of intellectual property rights referred to above.
- 9.5.2 The Invited Respondent undertakes to defend, indemnify and release the Minister and the Releasees in respect of any Claim instituted by any Person pertaining to the subject matter of these warranties.
- 9.5.3 The Invited Respondent undertakes to provide to the Minister, upon submission of its Proposal: (i) the list of the Material Owned by the Invited Respondent and of the Other Material Used by the Invited Respondent, and (ii) the assignments and transfers and the licences of intellectual property rights pertaining to the Material Owned by the Invited Respondent and the Other Material Used by the Invited Respondent.
- 9.5.4 The Invited Respondent undertakes to correct programming or the function errors in the computer programs incorporated into the Material Owned by the Invited Respondent after the Technical Component Submission Date, as required and without charge, upon written request of the Minister to the Invited Respondent. This undertaking shall survive for a period of twelve (12) months after the Technical Component Submission Date.
- 9.5.5 During the above-mentioned period, the Invited Respondent also undertakes to provide the Minister with all updates to the software integrated in the Material Owned by the Invited Respondent, without charge and as soon as they are available.
- 9.6 The Invited Respondent and every Member and Participant acknowledges and agrees that should the Minister terminate the Consultation and Selection Process, the Minister reserves the right to proceed with all or a part of the A-30 PPP Completion, including using several or all of the Invited Respondent's ideas and concepts and proceeding in accordance with the approach it regards as the most appropriate and that would not exclude the participation of one or more of the Collaborators.

**ARTICLE 10  
NOTICE**

- 10.1 All notices under this Agreement will be given in writing and will be delivered by hand, by courier, by fax or other electronic means, provided that in the case of transmission by fax or other electronic means, confirmation of the transmission is printed. Such notices will be addressed as indicated hereinbelow (the telephone numbers are indicated solely for the purpose of confirming that a written notice has been received and not for the purpose of giving notice):

**Volume 1: Instructions for Invited Respondents**

---

If to the Invited Respondent, Members or Participants:

**[Name of Invited Respondent]**

**[Address]**

Attention: ●

**[Title]**

Fax: ●

Telephone No.: ●

E-mail address: ●

With a copy to:

**[Title]**

**[Name of Invited Respondent]**

**[Address]**

Fax: ●

Telephone No.: ●

E-mail address: ●

If to the Minister:

KPMG s.r.l./S.E.N.C.R.L.  
600 de Maisonneuve Boulevard West  
Suite 1500  
Montréal (Québec) H3A 0A3

Attention: Zyna I. Boubez, CA  
Fax: 514-840-2121  
E-mail: a30mtq@kpmg.ca

**Volume 1: Instructions for Invited Respondents**

---

A party may change the aforementioned addresses by giving written notice in accordance with the foregoing.

- 10.2 Notices delivered in accordance with this Agreement are deemed to have been given and received on the day of delivery (or the day received if transmitted by fax machine or other electronic means), but only if received at that address before 4:30 p.m. (local time) on a Business Day. Otherwise, the notices are deemed to have been given and received on the next Business Day. Notices that have been mailed are deemed to have been given and received on the fifth Business Day following the date of mailing. In the case of an interruption, strike or slowdown of the postal service, notices will not be mailed, but either delivered by hand or transmitted by fax machine or other electronic form, in accordance with this Agreement.

### **ARTICLE 11 CONFIDENTIALITY AND RESTRICTIVE COVENANTS**

- 11.1 Without limiting any other confidentiality obligation imposed on them, the Invited Respondent, its Members and Participants will at all times protect the confidentiality of Confidential Information and will not disclose or permit the disclosure to any Person, in any manner whatsoever, of any Confidential Information, in whole or in part, except only to:

- 11.1.1 their Collaborators or members in the same group as a Collaborator who are directly concerned with the A-30 PPP Completion or who need such information in order to prepare the Invited Respondent's Proposal and, where the Partnership Agreement is awarded to the Invited Respondent, in connection with the performance of its obligations under the Partnership Agreement;
- 11.1.2 any other Person, solely with the Minister's prior written consent;
- 11.1.3 any other Person as may be expressly permitted by this Agreement;

provided however that, in each case: (i) such Person has been advised of the confidential nature of the Confidential Information by the Invited Respondent, Member or Participant, as the case may be, that disclosed the information, and that such Person has agreed to act in accordance with the terms and conditions of this **Article 11**, and (ii) the Invited Respondent, Member or Participant that disclosed the Confidential Information to such Person ensures that the latter complies with the terms and conditions of this **Article 11**, as if that Person was party to this Agreement, and the Invited Respondent, Member or Participant shall be liable to the Minister for any breach of the terms and conditions of this **Article 11** committed by it and by each such Person to whom it has disclosed the Confidential Information.

**Volume 1: Instructions for Invited Respondents**

---

- 11.2 The Minister is the owner of all rights, title and interest in the Confidential Information and, subject to any disclosure requirement under all applicable laws and except as permitted by this Agreement, the Recipients will protect the strictly confidential nature of all Confidential Information that any or all of them receive, have access to or otherwise obtain, for a period of three (3) years after the date of execution of this Agreement. In addition, without having first obtained the express written consent of an authorized representative of the Minister, which consent may be arbitrarily withheld, the Recipients may not use, disclose, give or disseminate any Confidential Information, in whole or in part, and they will not permit or tolerate, for any reason whatsoever, that any part of the Confidential Information be disclosed, given or disseminated to another Person, or that the such Person use any such Confidential Information.
- 11.3 On written request, each Recipient will destroy or will promptly deliver to the Minister all documents and copies thereof in its possession or under its control that constitute, or are based on, Confidential Information, and the Invited Respondent, its Collaborators and the other Recipients will confirm in writing to the Minister such delivery or destruction, all in accordance with the Minister's instructions. However, the Invited Respondent, its Collaborators or the other Recipients may retain a copy of any Confidential Information that they may be required to retain or submit to a court, regulatory authority or stock exchange pursuant to applicable law.
- 11.4 Each Recipient shall indemnify and hold harmless the Releasees from and against all losses or damages, including actual legal costs, arising directly or indirectly from a breach of this Agreement by the Recipients or any of them, including the unauthorized disclosure or use of Confidential Information by any Recipient.
- 11.5 Each Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Minister would suffer irreparable harm if the Recipients failed to comply with all the provisions of this Agreement in accordance with its terms and conditions and that such harm would not be reasonably or adequately compensated by damages. Each Recipient further acknowledges and agrees that the Minister will be entitled to injunctive or other equitable relief to prevent or restrain breaches of any provision of this Agreement by any Recipient, or to enforce the terms and conditions hereof, by taking legal action before a court of competent jurisdiction. Such recourses are in addition to any other legal recourse that the Minister may have.
- 11.6 For the purposes of this **Article 11**, the term "**Confidential Information**" excludes the information which:
- 11.6.1 is or that subsequently becomes public knowledge, other than through a breach of this Agreement by any Recipient or through a breach of a confidentiality agreement which another Person has entered into concerning the Confidential Information;

**Volume 1: Instructions for Invited Respondents**

---

- 11.6.2 is subsequently disclosed to the Invited Respondent, Members, Participants or other Recipients by an independent third party, other than a third party introduced to the Invited Respondent, Members, Participants other Recipients by the Releasees or connected with the subject matter of the A-30 PPP Completion, without breach of this Agreement and which information the third party did not receive, directly or indirectly, under obligations of confidentiality;
- 11.6.3 the Recipients were legally in possession of or of which they had knowledge before the date of this Agreement without such information originating, directly or indirectly from the Releasees.

**ARTICLE 12  
ASSIGNMENT**

- 12.1 Neither the Invited Respondent nor any Member or Participant will assign the whole or any part of its interest in this Agreement without having obtained the prior written consent of the Minister.

**ARTICLE 13  
ENUREMENT**

- 13.1 This Agreement will enure to the benefit of and be binding upon the contracting parties and their respective successors and permitted assigns.

**ARTICLE 14  
SEVERABILITY OF PROVISIONS**

- 14.1 If any provision of this Agreement is held to be illegal or invalid, then such invalidity or illegality will not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such illegal or invalid provision had never appeared herein.

**ARTICLE 15  
AMENDMENT**

- 15.1 Subject to the provisions of **Section 4.2**, this Agreement may only be amended by instrument in writing signed by all the Parties.

**ARTICLE 16  
GOVERNING LAW**

- 16.1 This Agreement and the obligations of the Parties hereunder shall be interpreted and applied in accordance with the laws in force in Québec. The parties hereto

**Volume 1: Instructions for Invited Respondents**

---

irrevocably submit to the jurisdiction of the courts of the Judicial District of Montréal, Québec.

**ARTICLE 17  
CONSORTIUMS**

- 17.1 Each Member and Participant of the Invited Respondent must execute this Agreement. If the Invited Respondent is a consortium or an ad hoc entity created solely for the A-30 PPP Completion, each Member and Participant of the consortium or of the ad hoc entity must execute this Agreement through its duly authorized representatives, both on behalf of the consortium and on its own behalf, in the same manner as if the Member and the Participant were the sole party executing this Agreement. If a Member or Participant (as the case may be) has not executed this Agreement, this Agreement will be valid and enforceable against the Invited Respondent's Members and Participants that have executed this Agreement, each of whom by its signature expressly agrees to be solidarily liable to the Minister for the obligations that would have been assumed hereunder by the Member or the Participant (as the case may be) that has not executed this Agreement.
- 17.2 By signing this Agreement, each Member and Participant represents, warrants and agrees as follows:
- 17.2.1 it is solidarily liable with the Invited Respondent to the Minister and the other Releasees for all the Invited Respondent's covenants, undertakings, obligations and liabilities set forth in this Agreement. Without limiting the generality of the foregoing, each Member and each Participant is personally bound in the same manner as the Invited Respondent by the waivers, disclaimers, limitations of liability and indemnities in favour of the Minister and the other Releasees under this Agreement and the Request for Proposals;
- 17.2.2 the Members constitute all of the Invited Respondent's Members, or all of the Invited Respondent's shareholders or partners and they may not assign their interest in the Invited Respondent without first having obtained the prior written consent of the Minister, which consent shall not be arbitrarily withheld. If so requested by the Minister, the assignee must sign an agreement pursuant to the terms of which it is bound by the terms and conditions of this Agreement;
- 17.2.3 the Participants constitute all of the Invited Respondent's Participants and they may not be released from their involvement or their obligations to the Invited Respondent without first having obtained the prior written consent of the Minister. If so requested by the Minister, the new Participant must sign an agreement pursuant to the terms of which it is bound by the terms and conditions of this Agreement.

**Volume 1: Instructions for Invited Respondents**

---

**ARTICLE 18  
WAIVER**

- 18.1 No failure to exercise, and no delay in exercising a right or recourse under the terms of this Agreement by a party hereto will be deemed to constitute a waiver of such right or recourse. No waiver of a breach of a provision of this Agreement shall be deemed to constitute a waiver of any subsequent breach of that provision or of a similar provision.

**ARTICLE 19  
AUTHORITY TO SIGN THE CONTRACT**

- 19.1 The Invited Respondent and each Member and Participant, on its own behalf and solidarily with the Invited Respondent, hereby represent and warrant, that:
- 19.1.1 they have the power, authority and requisite capacity to execute and deliver this Agreement;
  - 19.1.2 they have duly and validly executed this Agreement or that their duly authorized representatives have duly and validly executed it on their behalf;
  - 19.1.3 this Agreement constitutes a legal, valid and enforceable agreement that may be set up against them in accordance with its terms and conditions.

**ARTICLE 20  
PROOF OF AUTHORITY**

- 20.1 The Minister may, in his discretion, require that each party signing this Agreement provide proof, acceptable to the Minister, that the signatory of this Agreement acting on behalf of each party has the requisite power to sign this Agreement on behalf of that party and to bind that party.

**ARTICLE 21  
LANGUAGE OF THE AGREEMENT**

- 21.1 This Agreement was drafted solely in French in accordance with the laws of Québec, even if an English version may have been provided to the Invited Respondent or to a Member or Participant. The Invited Respondent and every Member and Participant expressly represents the following:
- 21.1.1 this Agreement drafted in French is the sole source of rights and obligations between the Parties;

**Volume 1: Instructions for Invited Respondents**

---

- 21.1.2 it has read all the provisions of this Agreement drafted in French and understands the scope and all legal effects thereof and agrees to be fully bound by each and every provision thereof;
- 21.1.3 any English version of this Agreement that the Minister may have provided to the Invited Respondent has no legal effect of any nature whatsoever between the parties, including as regards the interpretation or application of this Agreement drafted in French.

**ARTICLE 22  
COUNTERPARTS**

- 22.1 This Agreement is executed in one or more counterparts, each counterpart containing one original signature. Each counterpart or several counterparts, as the case may be, executed by all the parties, shall constitute a final and original agreement that shall be binding for all legal purposes.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement as of the day and year indicated on the first page hereof.

**MINISTRE DES TRANSPORTS DU QUÉBEC**

Per:

\_\_\_\_\_  
Authorized signatory

**[INVITED RESPONDENT]**

Per:

\_\_\_\_\_  
Authorized signatory

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Volume 1: Instructions for Invited Respondents

---

Per:

\_\_\_\_\_  
Authorized signatory

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**[MEMBER]**

Per:

\_\_\_\_\_  
Authorized signatory

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**[MEMBER]**

Per:

\_\_\_\_\_  
Authorized signatory

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Volume 1: Instructions for Invited Respondents

---

[PARTICIPANT]

Per:

\_\_\_\_\_  
Authorized signatory

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

[PARTICIPANT]

Per:

\_\_\_\_\_  
Authorized signatory

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**Volume 1: Instructions for Invited Respondents**

---

**SCHEDULE A****DEFINITIONS****1 Definitions**

Unless a contrary intention is clearly indicated, whenever used in this Agreement or any schedule thereto, the following terms have the meaning given to them in this Schedule A.

- 1.1 **"Addendum"** or **"Addenda"** has the meaning ascribed to that term in **Section 1.4** of this Agreement.
- 1.2 **"Business Day"** means any day from Monday to Friday, from 8:00 a.m. to 4:30 p.m., Montreal Time, excluding Statutory Holidays.
- 1.3 **"Confidential Information"** means all documents, knowledge and information provided by the Releasees or any of them to, or otherwise obtained by, the Invited Respondent and any other Recipient, whether before or after the date of this Agreement, on the DVDs described in **Section 4.2** of **Volume 1** of the Request for Proposals, in the Electronic Data Room or otherwise, either orally or in writing or other visual or electronic form in connection with or relevant to the A-30 PPP Completion, including all plans, operational and financial information, as well as all analyses, compilations, data, studies, photographs, specifications, memoranda, notes, maps and all manuals, reports, documents, computerized files and any other information in hard copy, in electronic form or other form obtained from the Releasees or any of them, or prepared by the Invited Respondent or other Recipient containing or based on any such information.
- 1.4 **"day"** means a calendar day.
- 1.5 **"Discussion Workshops"** means the bilateral discussion workshops described in **Schedule C** and held between the Persons designated by the Minister, the Invited Respondent and its Collaborators for the purpose of facilitating the preparation of Proposals.
- 1.6 **"Electronic Data Room"** means the electronic data room described in **Section 4.2** of **Volume 1** of the Request for Proposals.
- 1.7 **"General Information Session"** means the General Information Session described in **Schedule C** and held between the Persons designated by the Minister, the Invited Respondents and their Collaborators for the purpose of facilitating the preparation of Proposals.

**Volume 1: Instructions for Invited Respondents**

---

- 1.8 **"Information Sessions"** is the collective reference to the General Information Session and the Topical Information Sessions.
- 1.9 **"Invited Respondent's Contact Person"** means the physical Person designated as the Invited Respondent's contact person, namely.
- [Name]**
- [Title]**
- [Name of Invited Respondent]**
- Fax: •
- Telephone No.: •
- E-mail address: •
- 1.10 **"Liquidated Damages"** are not to be construed as a penalty, but represent the amount that the Invited Respondent has agreed to pay to the Minister on the happening of a specific event, which amount the Parties have agreed represents a satisfactory pre-estimate of the damages that the Minister would suffer as the result of, among other things, the lessening of the competition for the Partnership Agreement, jeopardizing the Minister's opportunity to develop and proceed with the A-30 PPP Completion, lost time, costs and opportunity arising therefrom for the Minister, the Parties agreeing that all such damages would be difficult or impossible to quantify on the happening of the specified event.
- 1.11 **"Material Owned by the Invited Respondent"** means all concepts, ideas and property developed or incorporated, in any manner, in the Invited Respondent's Proposal, including copyright, patents, know-how, inventions, industrial drawings and other intellectual property rights, in respect of which the Invited Respondent or one or more of its Members or Participants own(s) the intellectual property rights.
- 1.12 **"Other Material Used by the Invited Respondent"** means all concepts, ideas and property developed or incorporated, in any manner, in the Invited Respondent's Proposal, including all copyrights, patents, know-how, inventions, industrial drawings and other intellectual property rights in respect of which neither the Invited Respondent nor its Members or Participants are the owner of the intellectual property rights.
- 1.13 **"Recipients"** means those Persons identified or referred to in **Section 11.1** of this Agreement, including the Invited Respondent and each of its Collaborators.
- 1.14 **"Releasees"** means the Government of Québec, its departments and agencies (including the Ministère and the PPPQ), the Minister and all their

**Volume 1: Instructions for Invited Respondents**

---

respective managers, officers, executives, employees, representatives, consultants, advisers, experts, mandataries, successors and assigns.

- 1.15 **"Request for Information"** has the meaning ascribed to that term in **Schedule D**.
- 1.16 **"Request for Information Form"** means the form contained in **Schedule 1-18** of **Volume 1** of the Request for Proposals.
- 1.17 **"Request for Proposals"** means the Request for Proposals for the design, construction, financing, operation, maintenance and rehabilitation of the Autoroute 30 public-private partnership completion in the Montréal region issued by the Minister to the Invited Respondents on **[June 20, 2007]**, including all volumes, schedules, addenda and other documentation related thereto.
- 1.18 **"Statutory Holiday"** means New Year's Eve, New Year's Day, the day after New Year's Day, Good Friday, Easter Monday, Fête des Patriotes, Fête nationale du Québec, Confederation Day, Labour Day, Thanksgiving, Christmas Eve, Christmas Day, Boxing Day and any other statutory holiday applicable in Québec established by proclamation of the federal or provincial government or any other day agreed upon by the Parties.
- 1.19 **"Topical Information Sessions"** means the topical information sessions described in **Schedule C** and held between the Persons designated by the Minister, the Invited Respondents and their Collaborators for the purposes of facilitating the preparation of Proposals.

## **2 Interpretation**

In this Agreement and any of its schedules:

- 2.1 Headings are inserted for reference purposes only and do not constitute an integral part of the document in which they are contained, nor do they affect the meaning or interpretation thereof.
- 2.2 In this Agreement, the neutral or masculine gender when used to designate a Person, includes a reference to women and men and, unless the context indicates otherwise, the singular includes the plural and *vice versa*.
- 2.3 Any reference to an Article, Section, subsection or paragraph or some other part of any document is a reference to the entire Article, Section, subsection or paragraph or other part of the document, and any reference to an Article number, Section number, subsection number or paragraph number or some other part of a document is a reference to the entire Article, Section, subsection or paragraph or other part of a document, as the case may be, so numbered, including all subsidiary provisions

**Volume 1: Instructions for Invited Respondents**

---

containing the same number as a prefix. Any reference to a Section hereof is, subject to indication to the contrary, a reference to a Section of this Agreement.

- 2.4 The expressions "includes", "including", and any other terms of like import will not be deemed limited by the specific enumeration of items; they must be interpreted as if the expression used were "*inter alia*" or "including without limitation".
- 2.5 All monetary amounts herein refer to lawful currency of Canada, subject to express indication to the contrary.
- 2.6 References to the exercise of discretion by a Party shall, unless otherwise specified, be interpreted as meaning the exclusive and absolute discretion of the Party exercising same.
- 2.7 The expressions "herein", "hereunder", "hereof" and similar expressions are references, unless otherwise expressly provided, to this Agreement as a whole and not to any Article, Section, subsection or paragraph or other particular subdivision of this Agreement.
- 2.8 A reference to a statute, a provision of a statute or a regulation includes the statute, provision of a statute or regulation that amends, extends, codifies or replaces that statute, provision or regulation or which has been amended, extended, codified or replaced by that statute, provision or regulation, and includes any decisions, orders, regulations or codes of conduct established, actions taken or any orders rendered or other subordinate legislation made under the pertinent statute or regulation.

**Volume 1: Instructions for Invited Respondents**

---

**SCHEDULE B****WAIVER AND DISCHARGE**

The undersigned hereby confirms that he intends to participate in the Consultation and Selection Process described in **Schedule C** of the Submission Agreement, a copy of which is attached hereto, that he agrees to the procedures set forth therein, including the General Information Session, the Topical Information Sessions and the Discussion Workshops, and that he irrevocably and unconditionally waives any and all rights to contest or protest and to make any Claim against the Releasees, except in the case of the gross fault or wilful misconduct of the Minister or any of the Releasees, relating to the Consultation and Selection Process described in the Submission Agreement in respect of the A-30 PPP Completion, based on the fact that the General Information Session, the Topical Information Sessions or the Discussion Workshops occurred or on the basis that information may have been received by a competing Invited Respondent or any of its Collaborators but not received by the undersigned, and unconditionally and irrevocably releases, discharges and absolves the Releasees from all such Claims. When used herein, capitalized terms shall have the meaning attributed to them in the Submission Agreement.

For:

---

**[NAME OF INVITED RESPONDENT]**

For and on behalf of:

---

**[NAME OF COLLABORATOR]**

---

**Name:**

---

**Title:**

---

**(signature)**

Executed on \_\_\_\_\_, 2007

**Volume 1: Instructions for Invited Respondents**

---

**SCHEDULE C****INFORMATION SESSIONS AND DISCUSSION WORKSHOPS****ARTICLE 1  
INTRODUCTION**

- 1.1 This **Schedule C** describes the process to be followed in connection with the organization of the General Information Session, the Topical Information Sessions and the Discussion Workshops between the Invited Respondents and the Minister, including its managers, officers, executives, employees, representatives, consultants, advisers, experts and mandataries, prior to the submission of Proposals. The Minister may by Addenda to the Request for Proposals, issue written policies and procedures for the purpose of clarifying, simplifying or otherwise amending the provisions of this **Schedule C**.

**ARTICLE 2  
PURPOSE OF INFORMATION SESSIONS AND  
DISCUSSION WORKSHOPS**

- 2.1 The General Information Session is a multilateral general information session held prior to the Topical Information Sessions and the Discussion Workshops. It will be held between the Persons designated by the Minister, the Invited Respondents and their Collaborators, for the purpose of facilitating the preparation of their respective Proposals.
- 2.2 Multilateral Topical Information Sessions are scheduled between the Persons designated by the Minister, primarily experts in traffic and toll revenues, and those of the Invited Respondents.
- 2.3 Bilateral Discussion Workshops shall be held between the Persons designated by the Minister and the Invited Respondents' Collaborators. The purpose of the Discussion Workshops is to facilitate communication between the Invited Respondent and the Minister, enable the Invited Respondent to understand the issues pertaining to the A-30 PPP Completion, the Request for Proposals and the Partnership Agreement, and to enable the Invited Respondent to share its comments and needs for clarification with the Minister, and talk to the other Invited Respondents about specialized subjects for the purpose of facilitating the preparation of their respective Proposals.
- 2.4 The Invited Respondent's Contact Person or a Key Individual of each Invited Respondent is required to attend the General Information Session, Topical Information Sessions and Discussion Workshops. The terms and conditions set out in this **Schedule C** and **Articles 5, 6, 7, 8** and **11** of this Agreement apply to the General Information Session, each Topical Information Session and each Discussion Workshop.

**Volume 1: Instructions for Invited Respondents**

---

- 2.5 The Invited Respondent must designate which of its Collaborators will attend the General Information Session, a Topical Information Session or a Discussion Workshop on its behalf. The number of Collaborators shall be limited to 15 for the General Information Session, 9 for each Discussion Workshop, and 6 for each Topical Information Session.
- 2.6 The Invited Respondent will ensure that each of its Collaborators who attends any part of the General Information Session, a Topical Information Session and a Discussion Workshop on behalf of the Invited Respondent is familiar and abides with the terms and conditions of **Article 5** of this Agreement and of **Schedule C** and **D**.

### **ARTICLE 3 ORGANIZATION OF MEETINGS**

- 3.1 The General Information Session will cover the following topics:
- general presentation of the A-30 Completion;
  - technical presentation of the physical layout of the A-30 Completion;
  - main environmental obligations;
  - presentation of the traffic and toll revenue study, rate policy and collection framework;
  - compensation of the Private Partner;
  - the Consultation and Selection Process;
  - presentation of third-party agreements;.
- 3.2 Three Topical Information Sessions are planned:
- a half-day multilateral topical information session will be held on August 1, 2007 involving persons designated by the Minister (primarily traffic, revenue, toll system and rate-setting experts), the Invited Respondents and their Collaborators;
  - a half-day multilateral topical information session will also be held on August 1, 2007 involving persons designated by the Minister, the Invited Respondents and their Collaborators. This session will deal with third-party agreements, such as those with Hydro-Québec, CN and the St. Lawrence Seaway Management Corporation;

**Volume 1: Instructions for Invited Respondents**

---

- a full-day multilateral topical information session will be held on August 2, 2007 involving persons designated by the Minister (primarily geotechnical, drainage, civil engineering and roadwork experts), the Invited Respondents and their Collaborators.

3.3 Eight Discussion Workshops will be organized to deal with the following topics:

**Discussion Workshop No. 1 – Technical Specifications and studies**

- technical Specifications that must be met by the Private Partner in the design, construction, operation, maintenance and rehabilitation and end-of-term requirements.

**Discussion Workshop No. 2 – Payment mechanisms and the Partnership Agreement**

- the Private Partner's compensation;
- other terms of the Partnership Agreement.

**Discussion Workshop No. 3 – Environment - permits and authorizations**

- requirements re CAR – Western Portion and CAR – Supplemental A-30 Sections, and procedure for obtaining the CACs (Private Partner's responsibilities and Minister's responsibilities);
- approvals required from the federal government and steps taken by the Minister (Private Partner's responsibilities and Minister's responsibilities);
- approvals required from the municipalities and MRCs and steps taken by the Minister (Private Partner's responsibilities and Minister's responsibilities).

**Discussion Workshop No. 4 – Traffic, revenue and rate policy**

- modelling assumptions;
- traffic and revenues forecasting model;
- sensitivity analysis;
- rate policy.

**Discussion Workshop No. 5 – Technical Specifications and studies (continued)**

**Volume 1: Instructions for Invited Respondents**

---

**Discussion Workshop No.6 – Discussion with each of the Invited Respondents regarding their respective comments on the first draft Partnership Agreement and the Technical Specifications**

**Discussion Workshop No.7 – Submission of Proposals and compliance requirements**

- commercial compliance requirements;
- technical compliance requirements;
- financial compliance requirements;
- price offer requirements.

**Discussion Workshop No.8 – Discussion with each of the Invited Respondents regarding their respective comments on the second version of the Partnership Agreement and the Technical Specifications**

- 3.4 The Minister has scheduled Information Sessions to be held with all Invited Respondents and the Discussion Workshops to be held separately with each Invited Respondent. The meetings will be held on the dates indicated hereinbelow or on any other date indicated by the Minister to each Invited Respondent.

## Volume 1: Instructions for Invited Respondents

	Activity	Due Date
1.	General information session	July 26, 2007
2.	Topical information sessions	August 1 and 2, 2007
3.	Discussion Workshop No. 1 – Technical Specifications and Studies	Week of September 3, 2007
4.	Discussion Workshop No. 2 – Payment mechanisms and Partnership Agreement	Week of September 10, 2007
5.	Discussion Workshop No. 3 – Environment – permits and authorizations	Week of September 17, 2007
6.	Discussion Workshop No. 4 – Traffic, revenue and rate policy	Week of September 24, 2007
7.	Discussion Workshop No. 5 – Technical Specifications and Studies (continued)	Week of October 1, 2007
8.	Discussion Workshop No. 6 – Discussions with each Invited Respondent regarding their respective comments on the first draft Partnership Agreement and Technical Specifications	Week of October 29, 2007
9.	Discussion Workshop No. 7 – Submission of Proposals and compliance requirements	Week of November 5, 2007
10.	Discussion Workshop No. 8 – Discussions with each Invited Respondent regarding their respective comments on version 2 of the Partnership Agreement and Technical Specifications	Week of December 17, 2007

- 3.5 Before each of the first five and the seventh Discussion Workshops, and no later than six (6) Business Days before the week the Discussion Workshop is scheduled to take place, each Invited Respondent must provide the Minister's Representative with a list of the items it would like to have included on the agenda and the matters that it would like to specifically discuss, while respecting the topic of the Discussion Workshop. After receiving the list, the Minister's Representative will confirm the reservation of the Invited Respondent and provide it with terms and conditions of the Discussion Workshop.
- 3.6 The Invited Respondents will be required to confirm their attendance by e-mail or by fax to the Minister's Representative, who must receive confirmation no later than six (6) Business Days before the date of the proposed Discussion Workshop. The first Invited Respondents who confirm their attendance, following receipt of the invitation, shall have first choice of Discussion Workshop dates. The Minister's

**Volume 1: Instructions for Invited Respondents**

---

Representative will inform Invited Respondents of their assigned Discussion Workshop dates.

- 3.7 No part of the evaluation of the Invited Respondent's Proposal may be based on information obtained or disclosed during the General Information Session, a Topical Information Session or a Discussion Workshop, the conduct of the Invited Respondent or the Minister, or on discussions held between the Minister and the Invited Respondent during the General Information Session, a Topical Information Session or a Discussion Workshop.
- 3.8 If an Invited Respondent wishes to rely on anything stated or clarified in the General Information Session, in a Topical Information Session or in a Discussion Workshop or wishes an official reply to one of its questions, it must forward its question to the Minister's Representative using the Request for Information Form. A description of the procedure for completing the Request for Information Forms is set forth in **Schedule D**.
- 3.9 If one or more Invited Respondents requests additional Discussion Workshops, or if the Minister considers it advisable or necessary to schedule same, the Minister may, in his discretion, schedule additional workshops. Such additional workshops will be offered to all Invited Respondents, but attendance will not be mandatory.
- 3.10 The Minister may issue written responses to some or all of the questions raised by Invited Respondents and he may issue one or more clarifications or Addenda revising or supplementing the Request for Proposals or the draft form of Partnership Agreement.
- 3.11 No aspect of the General Information Session, the Topical Information Sessions or the Discussion Workshops is intended to provide an Invited Respondent with access to information not similarly available to other Invited Respondents.
- 3.12 The Invited Respondent acknowledges and agrees that the terms and conditions set out in this Agreement apply to the General Information Session, to each Topical Information Session and to each Discussion Workshop.

**ARTICLE 4**  
**AMENDMENTS TO THE DISCUSSION WORKSHOPS**

- 4.1 The Minister may, in his sole discretion, review the requirements of this **Schedule C** with the Invited Respondents for the purpose of clarifying and simplifying the Discussion Workshop process and to accelerate and facilitate an exchange of information in Discussion Workshops. Consequently, the Minister reserves the right, in his discretion, to amend and supplement the provisions of this **Schedule C** at any time, as described in **Article 1** of this **Schedule C**.

**Volume 1: Instructions for Invited Respondents**

---

**ARTICLE 5  
PRESENCE OF THE MINISTER AND  
OF THE PROCESS AUDITOR**

- 5.1 The Minister may, in his discretion, decide which of his managers, representatives, employees, advisers and mandataries and what other Persons will attend the General Information Session, the Topical Information Sessions and the Discussion Workshops with the Invited Respondents. The Minister's Representative and the Process Auditor, in their discretion, will attend the General Information Session, each Topical Information Session and each Discussion Workshop.
- 5.2 The Government has retained the services of a Process Auditor. In general, the Process Auditor's mandate is to assure the governmental authorities and the Invited Respondents that the Consultation and Selection Process for the Private Partner is fair and transparent. Accordingly, he observes the conduct of the process and provides an independent opinion indicating whether, in his opinion, the process was carried out fairly and transparently whilst respecting the evaluation and selection process described in the Request for Qualifications and Request for Proposals documents.

**Volume 1: Instructions for Invited Respondents**

---

**SCHEDULE D****REQUESTS FOR INFORMATION AND DISTRIBUTION OF INFORMATION****REQUESTS FOR INFORMATION**

- 1.1 All questions or requests for information ("**Request for Information**") must comply with and be subject to the following terms and conditions (as applicable):
- a) The Invited Respondent's Contact Person must submit each Request for Information in writing to the Minister's Representative by letter, fax or e-mail in accordance with the process described in this **Schedule D**, using the Request for Information Form attached as **Schedule 1-18 of Volume 1** of the Request for Proposals. The Minister's Representative will acknowledge receipt of any Request for Information received from the Invited Respondent. The Invited Respondent is responsible for resubmitting any Request for Information for which it has not received an acknowledgement of receipt from the Minister's Representative.
  - b) Each Request for Information must be in French and must indicate the name of the Invited Respondent, be numbered sequentially stating the nature of the question, the demand, the request for information or the request for clarification or any other reason for the communication.
  - c) To facilitate and expedite the response process and the tracking of responses to Requests for Information, an Invited Respondent who sends in a certain number of Requests for Information must separate them by subject matter and submit them as separate and short Requests for Information.
  - d) The Minister's written response to a Request for Information will not be distributed to all Invited Respondents where the information is secondary or administrative in nature and where the Minister considers that it concerns solely the Invited Respondent that has submitted it, and that it is not material for the other Invited Respondents.
  - e) If an Invited Respondent does not want to share the response to its Request for Information with other Invited Respondents, it must indicate on its Request for Information that it is confidential and provide reasons for such confidentiality. If the Minister considers that it should reply to the Request for Information on a confidential basis, he may do so. However, if the Minister considers that for any reason whatsoever (taking into account the principle of fairness applicable to the Consultation and Selection Process) he should not answer the query on a confidential basis, he will so advise the Invited Respondent who has submitted the confidential Request for Information, and the Invited Respondent will be given an opportunity to

**Volume 1: Instructions for Invited Respondents**

---

withdraw its Request for Information. If the Invited Respondent does not withdraw its Request for Information, the Minister may provide to all Invited Respondents its response to the Request for Information. The Minister nonetheless reserves the right to distribute a response to a question marked "Confidential Commercial Information" and withdrawn by the Invited Respondent if, in the Minister's opinion, the question identifies an error or inconsistency in any document pertaining to the Consultation and Selection Process, or otherwise requires an amendment.

- f) The Minister may, in his discretion, provide general clarifications and may respond to a Request for Information from an Invited Respondent by way of an Addendum or a response to a question posted in the Electronic Data Room. The questions as well as the responses shall be accessible to all Invited Respondents through the Electronic Data Room, without identifying the Invited Respondent that asked the question. The responses to questions from Invited Respondents shall be communicated in the following manner:

- the response is sent by e-mail directly to the Invited Respondent, if the response concerns solely the Respondent;
- dissemination of questions and answers accessible in the Electronic Data Room where the questions and responses concern all the Invited Respondents;
- dissemination of an Addendum accessible in the Electronic Data Room, where the response is one that must be provided to all Invited Respondents and results in an amendment to the Request for Proposals.

Only information provided in the form of an Addendum shall be used to amend the Request for Proposals.

- g) The deadline for receiving Requests for Information is February 15, 2008.

**DISTRIBUTION OF INFORMATION PROVIDED  
AT INFORMATION SESSIONS AND  
DISCUSSION WORKSHOPS**

- 2.1 The Minister will use all reasonable efforts to distribute to all Invited Respondents any new information that the Minister has provided to any Invited Respondent during a Discussion Workshop, save and except for any information which may be related to the issues raised by an Invited Respondent in a Request for Information on the basis that such issue would be treated as confidential and the Minister has confirmed that he will treat same on that basis.

**Schedule 1-2**

**Main Characteristics of  
the Technical Component**

## Volume 1: Instructions for Invited Respondents

### 1.0 Introduction

The Proposals shall be prepared with consideration given to the requirements set out in **Volume 3**, or where applicable in **Volume 2**, and shall contain all of the information described in this document.

All documents submitted by the Invited Respondent, as well as the contents will become technical commitments for the purposes of the *Partnership Agreement*. The Private Partner is not relieved from its obligation to comply with the Technical Requirements regardless of the fact that it has submitted the aforementioned documents and regardless of any discrepancies between the content of said documents and the Technical Requirements.

When submitting the Technical Component of their Proposals, Invited Respondents must also specifically comply with the following requirements:

- The order in which the contents of the Technical Component is presented, including detailed numbering, headings and subheadings, must match those contained in this **Schedule 1-2 of Volume 1**.
- A detailed table of contents for the Technical Component must be delivered with the Technical Component, in keeping with the previous paragraph; drawings must be separately bound, and be identified and coded so as to correspond to the written part of the Technical Component to which they refer.
- The elements comprising the Technical Component must be submitted in keeping with the following format:

Elements	Required Format
Text	➤ 8.5 x 11" paper, 1.5 line spacing and 11-point font.
Tables	➤ 8.5 x 11" paper, 1.5 line spacing, 11-point font, or where specifically stated or for clarity purposes, on 11" x 17" paper with minimum 10-point font.
Technical reports	➤ 8.5 x 11" paper, 1.5 line spacing and 11-point font.
Drawings	<ul style="list-style-type: none"> <li>➤ Except for structural drawings, original drawings (for photocopying) on A0 paper using a scale of 1:1000 horizontally and 1:100 vertically. However, certain drawings may be presented at a larger scale where more details and precision are required to understand the proposed concept.</li> <li>➤ Structural drawings and original drawings (for photocopying) must be on A1 paper at a suitable scale.</li> <li>➤ Roadway profiles, with the high-voltage lines and the</li> </ul>

## Volume 1: Instructions for Invited Respondents

Elements	Required Format
	<p>TransCanada PipeLines Limited gas pipeline, must be at a scale of 1:500.</p> <ul style="list-style-type: none"> <li>➤ Chainings must be the same as those used by the Ministry on reference project drawings.</li> <li>➤ The drawings presented must take into account the scale factors and must correspond to those used for the reference project.</li> <li>➤ AutoCAD files and Inroads, as well as a copy of the drawings in PDF format on CD or DVD must also be provided.</li> </ul>
Presentation sketch of the architectural concept of the bridges	<ul style="list-style-type: none"> <li>➤ 11" x 17" paper on glossy paper, in color, 10 copies.</li> </ul>
Organization charts	<ul style="list-style-type: none"> <li>➤ Graphic presentation on 11" x 17" paper with minimum 10 point font.</li> <li>➤ Information presented concerning the presentation of human resources must include the name and title of the incumbent, and indicate their hierarchical level, function, and nature of their duties as either responsible for a function or a technical specialist.</li> </ul>
Project Schedules	<ul style="list-style-type: none"> <li>➤ Any schedules that are required must be prepared using software such as "Primavera", or the equivalent, on A0 paper.</li> </ul>

## 2.0 Project Management System Requirements

### 2.1 Project Management System (PMS)

The project management system must cover the execution of all of the Private Partner's Activities under the *Partnership Agreement* in **Volume 2**. The Invited Respondent shall provide a summary report describing the programs that it intends to implement, without being limited to them, in compliance with **Article 2.0 of Volume 3**, including the elements described below.

### 2.2 Integration Management Program

In the summary report, the Invited Respondent shall demonstrate the proposed processes and activities involved in its integration management program, in compliance with the requirements set out in **Section 2.1 of Volume 3**.

**Volume 1: Instructions for Invited Respondents**

---

**2.3 Content Management Program**

The Minister has already established a work breakdown structure for the project to ensure follow-up. It is provided in the Electronic Data Room. The Invited Respondent is required to use it as a starting point for its own work breakdown structure. The Invited Respondent shall provide its project content management program which documents how the work breakdown structure shall be completed, monitored, verified, and controlled in compliance with requirements set out in **Section 2.2 of Volume 3**.

**2.4 Project Management during Construction**

In the summary report, the Invited Respondent shall demonstrate its ability to ensure the complete control of the construction management of works, in compliance with the terms and requirements set out in **Section 2.3 of Volume 3**.

**2.5 Schedule Management**

The management of the Work Schedule and the Project Schedule involves the processes required to carry out the A-30 PPP Completion, in compliance with the scheduled completion stipulated in the *Partnership Agreement*.

The Invited Respondent shall provide the baseline schedule in compliance with requirements set out in **Section 2.4 of Volume 3**.

The Invited Respondent shall provide the table of contents of the reports pertaining to schedule management, indicating all the required information, in compliance with requirements set out in **Section 2.4 of Volume 3**.

**2.6 Human Resources Information**

The Invited Respondent shall provide a functional (technical) organization chart and a detailed organization chart for the A-30 PPP Completion, and particularly describe in detail the respective roles of the Invited Respondent, its Members and Participants, as well as the nature of the legal relationship between them. The design, construction and OMR stages shall be distinct in the organization chart and shall clearly present the specificities for each stage.

The Invited Respondent shall provide the table of contents of the report pertaining to human resource management information, in compliance with requirements set out in **Section 2.5 of Volume 3**.

**Volume 1: Instructions for Invited Respondents**

---

**2.7 Communications Management Program**

The Invited Respondent shall provide a general outline of its communication plan, especially the anticipated communication context, objectives, emergency measures, targeted clientèle (main public targets), strategy, means of communication, schedule, and communication protocols stipulated in third party agreements. In addition, Invited Respondents must describe the means and methods they intend to use to coordinate their Activities with those of all involved parties whose activities or responsibilities might be affected by the project, in compliance with requirements set out in **Section 2.7 of Volume 3**.

**2.8 Risk Management Program**

The Invited Respondent shall present its approach and processes for risk management in the summary report. This report must also include a summary analysis of risks per stage or activity presented in table form, which shall include the points listed in **Section 2.8 of Volume 3**, with the exception of the cost estimate of the quantifiable risks.

**3.0 QUALITY MANAGEMENT SYSTEM REQUIREMENTS****3.1 Quality Management System (QMS)**

The Invited Respondent must provide a description of its QMS and establish how the QMS will keep it in compliance with the requirements of ISO 9001:2000 Standard as well as the requirements of **Article 3.0 of Volume 3**.

Documentation submitted with the Technical Component pertaining to the QMS and in reference to the documentation described in **Section 3.6 of Volume 3** must include, in particular, a description of the following elements:

- Quality policy and objectives (Section 4.2 of the ISO 9001:2000 Standard);
- Quality manual (Section 4.2 of the ISO 9001:2000 Standard) and detailed table of contents;
- List of processes and procedures regarding management responsibility (Article 5 of the ISO 9001:2000 Standard), resource management (Article 6 of the ISO 9001:2000 Standard), measurement, analysis and improvement (Article 8 of the ISO 9001:2000 Standard);
- List of processes and procedures regarding design, development and product realization (Article 7 of the ISO 9001:2000 Standard);

**Volume 1: Instructions for Invited Respondents**

---

- Typical quality plan covering all the components of various categories of Payable Items, so that all of the types of works foreseen in connection with the A-30 PPP Completion are represented, especially for the Beauharnois Canal Bridge and Soulanges Canal Tunnel. The typical quality plan, elaborated in table form according to the requirements set out in **Section 3.7** of **Volume 3** and according to each of the categories of Payable Items, must contain at least the following information:
  - Name of the operation;
  - Deliverable products and services;
  - Reference to the technical requirement;
  - Reference to the QMS or other procedures;
  - Breakpoints and control points;
  - Type of control;
  - Frequency of control;
  - Related or associated quality records.

Documentation submitted with the Technical Component, relating to the QMS and in reference to documentation described in **Section 3.6** of **Volume 3**, shall be consistent with the Invited Respondent's undertaking to be fully liable for quality assurance and control activities necessary for the proper implementation of its design, construction, supervision of work, operation, maintenance and rehabilitation processes as well as those of its service and materials suppliers, regardless of the type and level of service or materials.

**3.2 ISO 9001:2000 Certification**

The Invited Respondent or one of its Members, Participants or major subcontractors who will play an important role in design and construction, shall provide evidence that they already have a QMS that complies with the ISO 9001:2000 Standard, as well as with the requirements set out in **Section 3.3** of **Volume 3**. To do so, the Invited Respondent shall present a copy of its QMS registration certificate in the Technical Component.

**3.3 Scope of Certification and Registration**

The Invited Respondent must demonstrate that its QMS will govern the work carried out by all of its Members, Participants and service and materials suppliers, regardless of type and level, and specify how these latter parties' QMSs will be integrated into that of the Invited Respondent; it must also specify its commitment in this respect.

---

**Volume 1: Instructions for Invited Respondents**

---

**4.0 ENVIRONMENTAL REQUIREMENTS**

The Invited Respondent shall, in particular, provide a summary report including the elements described below, without being limited to them, so as to establish its compliance with **Article 4.0 of Volume 3**.

**4.1 Environmental Management System (EMS)****4.1.1 Documentation to Provide**

The Invited Respondent must provide a general description of its EMS and establish how the EMS will allow it to meet the environmental requirements issued in connection with the A-30 PPP Completion.

The EMS documentation to be provided by the Invited Respondent at this stage of the selection process must at least contain the following basic documents:

- Environmental programs, as defined in the first paragraph of **Paragraph 4.2.5.3 of Volume 3**;
- The process for determining the environmental issues involved, as described in **Subsection 4.2.6 of Volume 3**;
- Environmental objectives for all Activities, as described in **Subsection 4.2.7 of Volume 3**.

**4.1.2 ISO 14001:2005 Certification**

The Invited Respondent shall agree to comply with the steps indicated in the establishment, implementation and certification timetable for its EMS for the A-30 PPP Completion on the Commencement Date of the *Partnership Agreement*, as set out in **Table 4.1 of Volume 3**.

**4.2 Specific Environmental Requirements (Design and Construction)**

The Invited Respondent shall establish how it plans to proceed in terms of compliance with environmental requirements set out in **Subsections 4.3.1** (CAR – Western Portion) and **4.3.2** Feasibility Study Report (FSR) of **Volume 3**. More specifically, within the framework of the Request for Proposals, the Invited Respondent shall establish compliance or integration into its roadway and drainage drawings and its preliminary drawings of structures (5.2 and 5.3.2 of the

**Volume 1: Instructions for Invited Respondents**

---

present Schedule) or in its baseline schedule (2.5 of the present Schedule), of mitigation measures or the following items:

**4.2.1 Requirements Pertaining to the CAR – Western Portion**

- 4.2.1.1 **Paragraph 4.3.1.6 of Volume 3** (Condition 6): The Invited Respondent's drawings shall establish compliance with this condition;
- 4.2.1.2 **Paragraph 4.3.1.9 of Volume 3** (Condition 9): In order to establish compliance with this condition, the Invited Respondent shall:
- Submit a preliminary evaluation study on ambient noise and on noise generated by the A-30 PPP Completion, along with the strategy for attenuating the effects of noise (location and preliminary dimensions of the noise-control barriers);
  - Demonstrate on its drawings, the location of the autoroute alignment in regard to Georges-Vanier Street.
- 4.2.1.3. **Paragraph 4.3.1.11 of Volume 3** (Condition 11): The Invited Respondent's drawings shall establish compliance with this condition;
- 4.2.1.4 **Paragraph 4.3.1.12 of Volume 3** (Condition 12): The Invited Respondent's drawings shall establish compliance with this condition and, in particular, with the Minister's commitments set out in letters dated May 23, 2006 and June 7, 2006.

**4.2.2 Requirements Pertaining to the FSR**

- 4.2.2.1 Compliance with mitigation measures related to restriction periods

The Invited Respondent shall establish, in its baseline schedule required in **Section 2.5** of the present Schedule, compliance with restriction periods mentioned in the following Paragraphs of **Volume 3**:

- **Paragraph 4.3.2.7:** Ichthyofauna species (Measure 81 of the FSR);
- **Paragraph 4.3.2.14:** Deforestation (Measure 48 of the FSR);
- **Paragraph 4.3.2.15:** Backfilling works of the present pond at the Fernand-Seguin Ecological Center (Measure 112 of the FSR );
- **Paragraph 4.3.2.16:** Western striped chorus frog (Measure 32 of the FSR);

**Volume 1: Instructions for Invited Respondents**

---

- **Paragraph 4.3.2.17:** Seaway and marsh of the “Great Swamp” (Measures 113 and 114 of the FSR ).

**4.2.2.2 Compliance with mitigation measures related to design**

Several of the mitigation measures stipulated in **Subsection 4.3.2 of Volume 3** have an impact on the technical design of the A-30 PPP Completion. Within the framework of the Request for Proposals, the Invited Respondent shall establish, in its drawings (or cross section if specified below) and in explanatory text form in the report required at the beginning of the present section, compliance with the following measures:

- **Paragraph 4.3.2.7:** Riprapping of bridge abutments 2 meters outside the average spring high water line (Measure 83);
- **Paragraph 4.3.2.7:** Minimum diameter of the culverts (Measure 85);
- **Paragraph 4.3.2.7:** Reshaping of watercourses that were deviated or rectified (Measure 96). A cross section must be provided;
- **Paragraph 4.3.2.7:** Culverts as open bottom units (Measure 98);
- **Paragraph 4.3.2.7:** Aquatic vegetation sites to protect (Measure 93);
- **Paragraph 4.3.2.7:** Riprapping and revegetation of the shore strip (Measure 95). A cross section must be provided;
- **Paragraph 4.3.2.8:** Limit encroachment in the spawning grounds of the eastern bank of the Beauharnois Canal (FSR, pg. 185);
- **Paragraph 4.3.2.8:** Location of the pillars near “E” wetlands (EC-23, pg. 19);
- **Paragraph 4.3.2.9:** Protection of aquatic and shoreline vegetation on the south shore of the St. Lawrence River (Measure 86);
- **Paragraph 4.3.2.9:** Drainage system for surface run-off for the St. Lawrence River Bridge (Measure 131);
- **Paragraph 4.3.2.10:** Protection of aquatic and shoreline vegetation on the Chateaugay River (Measure 86);
- **Paragraph 4.3.2.10:** No backfill on the left bank of the Saint-Louis River (Measure 87);

**Volume 1: Instructions for Invited Respondents**

---

- **Paragraph 4.3.2.12:** Ensure free passage of fish for certain watercourses (Measure 100). The calculation method for flow speed shall be provided, as well as the slope of the culvert with regards to the natural ground and the design concept to facilitate passage, if required;
- **Paragraph 4.3.2.12:** Ensure free passage of fish for arched culverts of certain watercourses (Measure 101). The calculation method for speed shall be provided, as well as the slope of the culvert with regards to the natural ground and the design concept to facilitate passage, if required;
- **Paragraph 4.3.2.17:** No pillar less than 50 m from the marsh of the "Great Swamp" (Measure 115);
- **Paragraph 4.3.2.17:** No encroachment in the marsh area of the "Great Swamp" (Measure 116).

#### 4.2.2.3 Compliance with mitigation measures related to the fish habitat compensation project

A technical report included in the report requested at the beginning of the present section pertaining to the identification of compensatory areas for the destruction, deterioration or disruption of fish habitat, and containing:

- A general description of the nature of compensatory works (type of habitat created and functions of the fish habitat);
- The concept of the compensatory project for the destruction of the fish habitat, including a view of the preliminary drawing, one or several cross sections, the surface area and site property.

#### 4.2.3 Requirements Pertaining to Landscaping, Protection of Existing Forests and Windbreak Hedges

The required report must describe the issues involved, objectives, and proposed landscaping solutions. The preliminary drawings must contain the following information, in compliance with requirements set out in **Subsection 4.3.4 of Volume 3**: a design plan for the entire site, including medians, structures, noise-control barriers, riverbanks, windbreak hedges, constructed wetlands, zones to be protected and zones to be landscaped.

**Volume 1: Instructions for Invited Respondents**

---

**5.0 Design and Construction Requirements**

The Invited Respondent shall provide technical reports and drawings including the elements described below, without being limited to them, so as to establish its compliance with the requirement stipulated in **Article 5.0** of **Volume 3** for DCOMR Works and in compliance with **Article 6.0** of **Volume 3** for Works Transferred to the Minister.

**5.1 Roadway and Drainage****5.1.1 Report on Roadway**

The technical report for roadway design and construction shall be in compliance with requirements stipulated in **Section 5.2** (and **Article 6.0** for the Works Transferred to the Minister) of **Volume 3** and shall contain the following points:

- Assumptions and design criteria;
- Standards and codes used in the design;
- Compliance with roadway design according to the environmental requirements, especially pertaining to the Barrette-Dorais Stream, as stipulated in **Paragraph 5.2.5.1** of **Volume 3**;
- Materials used in roadway construction;
- Roadway construction methods;
- Traffic analyses, including traffic simulations and the percentage of trucks used in the design;
- Preliminary interpretation of geotechnical conditions for the entire A-30 PPP Completion;
- Calculations of structural capacity of the roadway.

**5.1.2 Drainage Report**

The technical report on drainage shall contain all the necessary elements to establish compliance with requirements set out in **Section 5.3** of **Volume 3**. It must, in particular, contain the design and dimensioning criteria of works, as well as their main characteristics and the expected performances.

**Volume 1: Instructions for Invited Respondents**

---

The design data shall include:

- Hydraulic calculation methods for drainage flow (establishing calculation methods used including rains, recurrences, tributary areas, tributary surface characteristics, infiltrations and retention works, where applicable);
- Hydraulic calculation of the pumping flow, with reference to calculation methods used, including parameters, levels of operations according to recurrences and if pumping stations have been planned;
- Design calculation for upstream works, confirming intake capacity of pumping rate;
- Landscaping design specific to outfalls to dissipate energy and avoid erosion of surfaces where applicable;
- Verification of impact on the networks upstream between the future autoroute and the St. Lawrence Seaway, following concentration of various outfalls;
- Assumptions and design criteria for all major drainage structures, in particular for the retention basins, sedimentation basins and outfalls;
- Standards and codes used in the design;
- Identification of the drainage basins and discharges in the design;
- Assumptions and methods for calculating the dimensions of the pipes and culverts;
- Compliance with drainage design according to environmental requirements, especially as stipulated in **Subsection 5.3.2 of Volume 3** pertaining to the Barrette-Dorais Stream;
- Anticipated water levels in the ditches for recurrences of 1:25, and 1:50 years (at the pipe intakes, at the outfalls and other checkpoints used for verifying the required performances described in **Volume 3**);
- Materials used in drainage system construction;
- Description of the construction methods and proposed phasing for compliance with the environmental requirements, emphasizing how the methodology for the construction of the temporary and permanent drainage structures should be applied;
- Restoration and stabilization methods proposed for the ditches and banks;

**Volume 1: Instructions for Invited Respondents**

---

- Specifics pertaining to the mitigation measures coordinated with the rest of the A-30 PPP Completion.

**5.1.3 Roadway and Drainage Drawings**

In the technical report, the Invited Respondent must indicate the number of sheets of drawings attached to the Technical Component of its Proposal and the title of each sheet.

The roadway and drainage drawings must be presented in the same set of drawings. They shall contain the following information:

- A key plan showing the entire Infrastructure, site and adjacent areas and indicating a reference for each sheet. This plan must be consistent with the identification of Western Sections 1, 2A and 2B and the works of the reference project, as well as with the identification of the Payable Items as described in **Section 1.1, Schedule 4 of Volume 2**.
- Plan geometry of the anticipated condition of the area when the *Partnership Agreement* is awarded, based on the works the Minister intends to have built.
- Plan geometry of all of the Payable Items to be built by the future Private Partner incorporating all structures and civil engineering works, and also including:
  - Identification of the geographical north;
  - Identification of ramps, lanes and roads consistent with reference project proposals;
  - Boundaries of proposed work;
  - Identification of profile control line for the plan geometry, including chainings;
  - Curve beginning and curve ending;
  - Radii;
  - Curve lengths;
  - Sight distance;
  - Limits of the site;
  - Top and bottom of ditch banks;
  - Geometry of intersections with sufficient details to be able to evaluate functionality and safety;
  - Location of ditches including direction of flow and preliminary identification of high and low points;

**Volume 1: Instructions for Invited Respondents**

---

- Roadway merging areas when required including the preliminary location of inserts;
  - Preliminary location of guardrails;
  - Preliminary location of medians;
  - Preliminary location of fences;
  - Location of drainage outfalls and adjacent areas and temporary adjacent areas that may need to be acquired;
  - Assumptions and design criteria used for location of manholes and manhole-catchbasins (could be covered in the report);
  - Location of culverts and pipes, including diameter and type;
  - Design of water retention basins;
  - Assumptions and design criteria used for locating foundation drains (could be covered in the report);
  - Connections of drainage system to existing networks;
  - Design and protection of riprapping and type;
  - Planned utilities and connection of same to existing facilities;
  - Identification of each Hydro-Québec high-voltage line crossing the A-30 PPP Completion;
  - Identification of each gas pipeline crossing the A-30 PPP Completion;
  - Location of the structures, including abutments and pillars;
  - Identification of retaining walls;
  - Preliminary location of impact attenuators and the principles and assumptions used in justifying their use (could be covered in the report);
  - Location and preliminary details of noise-control barriers;
  - Temporary construction servitude;
  - Location of entrances to the worksite;
  - Planned truck roads on separate drawings, identifying the planned volume of trucks for each construction season (however, this requirement does not apply to the temporary roads and temporary access planned by the Invited Respondents).
- Profile geometry of all of the Payable Items (including all structures and civil engineering works) including:
    - Natural ground line;

**Volume 1: Instructions for Invited Respondents**

---

- Identification of profile control line for each lane;
  - Beginning and ending of the vertical curve, the PI length of the curve, “k” value, tangents and slopes;
  - Preliminary location of lane intersections;
  - Left, right, central and inverts of ditch profiles;
  - Assumptions and design criteria used for locating manholes and manhole-catchbasins;
  - Culverts and pipes, including diameter and type;
  - Outfalls to their discharge point;
  - Design of water retention basins;
  - Assumptions and design criteria used for locating foundation drains;
  - Connections to existing networks;
  - Design of protection of riprapping and type;
  - Profile of major utilities;
  - Elevations of the proposed roadway under each Hydro-Québec high-voltage line crossing the A-30 PPP Completion. The clearances between the roadway and the conductors shall be clearly indicated;
  - Elevations of the proposed roadway over the TransCanada PipeLines Limited gas pipelines;
  - Thickness of the protection planned for the gas pipelines must be specified;
  - Vertical and horizontal clearances above the roadway and above each waterway for each structure;
  - Location of structural abutments and pillars.
- More specifically, for the water capture and pumping works:
    - Plan view of pumping station tributary basins;
    - Typical design plan of a pumping station and related landscaping, especially including the technical characteristics of backflow works, particularities of points of discharge, general layout, drawings and cross sections and dimensions of various elements;
    - Technical characteristics of the building architecture if a pumping station is located less than 700 meters from the Soulanges Canal.
  - Typical cross sections showing the position and basic dimensions of the traffic lanes, shoulders and other components of the roadway (drainage pipes, retention devices, retaining walls and noise barriers), including:

**Volume 1: Instructions for Invited Respondents**

---

- Roadway structure (thickness and type of material) for each type of road;
- Width of functional elements, including ditches (lanes and shoulders);
- Earth bank slopes;
- Guardrails / safety barriers;
- Centre median;
- Noise-control barriers or walls;
- Cross-cuts of ditches, including interior and exterior slopes of ditches;
- Any other significant element.

**5.2 Structures****5.2.1 Report on Structures**

The Invited Respondent shall provide a technical report on the design and construction of structures, including the elements described below, without being limited to them, so as to establish its compliance with requirements set out in **Section 5.4 of Volume 3**.

The technical report on the design and construction of the structures must, without exception, contain the following elements:

- Assumptions and design criteria for the structures:
  - Geotechnical considerations;
  - Structural considerations;
  - Hydraulic considerations;
  - Seismic design considerations;
  - Considerations involving durability (materials, covering, protection, membranes, protection systems for specific items such as cables);
- Standards and codes used in the design of the structures;
- Materials used in construction of the structures;
- Planned construction methods for the structures;
- Difficulties and characteristics anticipated during construction of the structures;
- Description of structural systems (retaining walls, pillars, abutments, decks and foundations);

**Volume 1: Instructions for Invited Respondents**

---

- Description of equipment (bearing devices, deck joints, barriers);
- Description of protective measures to ensure the durability of the structures;
- Description of the applied loads on all critical components, including their form factor;
- Description of aesthetic considerations (surface finishing, shapes and colors);
- Bridges, tunnels, foot bridges and culverts larger than 3.0 metres in diameter:
  - Description of the type of foundation (shallow or deep) to be used for the pillars and abutments, the type of protection apron for these civil engineering works, and any other specific design;
  - Description of the approach pertaining to the number of expansion joints in the decks, as well as the design used to ensure waterproofness;
  - Description of the geotechnical issues, as well as the methodology for resolving them;
  - Description of measures aimed at ensuring accessibility for inspection and maintenance of the civil engineering works;
  - Description of the proposed construction strategy (temporary structures required for the construction phase (pillars, cofferdams, jetties), including the strategy for transport and placement of structural components;
  - Description of the environmental issues, as well as the methodology for resolving them;
  - Identification of utilities or municipal services connected with or in conflict with the civil engineering works;
  - Presentation of preliminary ice study conclusions used for the design of bridges over rivers;
  - Demonstration of compliance with all Technical Requirements arising under third party agreements, including any related protocols (clearances and loss of hydraulic head) and environmental requirements;
  - Demonstration of compliance with the specific requirements of the reference project regarding various structures, as set out in **Paragraphs 5.4.2.9 to 5.4.2.14 of Article 5.0 of Volume 3.**
- Hydraulic concerns and groundwater, together with geotechnical data and considerations, type and concept of the retaining walls.

**Volume 1: Instructions for Invited Respondents**

---

**5.2.2 Preliminary Drawings of Structures**

In the technical report, the Invited Respondent must indicate the number of sheets of drawings attached to the Technical Component of its Proposal and the title of each sheet.

Drawings of the structures must contain the following information:

- For each bridge over a waterway and tunnel:
  - A plan view;
  - An elevation view;
  - The deck profile;
  - Typical cross sections of each component of the structures;
  - Seating and size of the foundation units;
  - Supplementary notes especially pertaining to the design, levels, types of materials, legends, and seismic category;
  - Temporary structures required during construction (coffer dams, pillars and jetties);
- A typical cross section that depicts the following elements:
  - Horizontal clearances (for abutments, pillars and all foundation units) and vertical clearances;
  - Depth of the foundations proving protection against frost;
  - Structure clearance;
  - Description of the spans (length, size, structural composition);
  - Total length;
  - Hydraulic and hydrological information, including the high-water level assumed for the design, where applicable;
  - Restraint systems / barriers;
  - Details of the approach embankments and protection aprons.
- For all other types of structures (overpasses, retaining walls, overhead gantry signs, traffic signage structure, and noise-control barriers), drawings shall include the following elements:
  - A typical plan view;
  - A typical elevation view;
  - A typical profile of the structure;
  - Typical cross sections of each component of the structures;

**Volume 1: Instructions for Invited Respondents**

---

- A plan view and an elevation view for each overpass forming part of an interchange, showing horizontal and vertical clearances in relation to all the foundation units and, where applicable, guardrails;
  - Structure clearance;
  - Supplementary notes pertaining to the design, levels, types of materials and legends;
  - Type of structure;
  - A table indicating clearances, elevations and thickness of all types of structures;
  - The typical drainage system for the structure.
- For the barrier installed upstream from the Beauharnois Canal Bridge, if this system is retained:
  - A plan view;
  - An elevation view;
  - Typical details establishing the capacity and operation of the barrier;
  - Position of the anchor units and all major systems for the retention system and their preliminary size;
  - Supplementary notes pertaining to the design, materials and applied loads;
  - Preliminary installation details.

**5.2.3 Presentation of the Architectural Design**

The architectural design of the structures, including their shapes and colours, proposed by the Invited Respondent, must be submitted for the following works:

- Beauharnois Canal Bridge;
- St. Lawrence River bridge;
- Soulanges Canal Tunnel;
- Chateauguay River Bridge;
- A typical overpass;
- A cross section of a noise-control barrier.

To enable the Minister to evaluate the proposed architectural treatment proposed by the Invited Respondent, in compliance with requirements set out in **Subsection 5.4.7 of Volume 3**, the Invited Respondents shall present one or several color sketches, for each of the above works, showing the perspective view

**Volume 1: Instructions for Invited Respondents**

---

(in color if applicable) highlighting aspects pertaining to the aesthetic qualities of the structures.

In its technical report, the Invited Respondent shall indicate the number of sketches attached to the Technical Component of its Proposal and the title of each.

### **5.3 Lighting and Traffic Control Signs**

#### **5.3.1 Report on Lighting**

The Invited Respondent shall provide a technical report on the design and construction of lighting, including the elements described below, without being limited to them, so as to establish its compliance with requirements set out in **Subsection 5.5.1 of Volume 3**.

The technical report on the design and construction of the lighting shall, without exception, contain the following elements:

- Assumptions and design criteria for lighting, whether it be for lighting of bridges, tunnels or the autoroute;
- Standards and codes used for lighting design, whether it be for lighting of bridges, tunnels or the autoroute;
- Materials used for construction of temporary and permanent lighting systems, whether it be for lighting of bridges, tunnels or the autoroute;
- Methodology for calculating the level and luminance of the lighting;
- Recommended type of permanent lighting systems, whether it be for lighting of bridges, tunnels or the autoroute.

#### **5.3.2 Report on Signage**

The Invited Respondent shall provide a technical report on the design and construction of signage, including the elements described below, without being limited to them, so as to establish its compliance with requirements set out in **Subsection 5.5.2 of Volume 3**.

The technical report on the design and construction of the signage must, without exception, contain the following elements:

- Assumptions and design criteria for the signage;
- Standards and codes used in the design of the signage;
- Materials used in construction of the signage system;
- Type of structure recommended for the signage system.

**Volume 1: Instructions for Invited Respondents**

---

**5.3.2.1 Signage drawings**

In its technical report, the Invited Respondent shall indicate the number of sheets of signage drawings attached to the Technical Component of its Proposal and the title of each sheet.

The Invited Respondent must provide preliminary signage drawings showing:

- All of the text to be displayed on the road signs that will be located on the site and adjacent areas;
- One or several of the typical details showing protective measures for the signs;
- Their placement.

Furthermore, in the Technical Component of its Proposal, the Invited Respondent shall clearly identify the toll rate signs to be located outside the limits of the site, as well as their placement and the means of communication used to identify the toll rates.

**5.4 Electronic Toll System (ETS)**

The Invited Respondent shall provide a technical report on the design and construction of the electronic toll system, including the elements described below, without being limited to them, so as to establish its compliance with requirements set out in **Section 5.6 of Volume 3**. Included in the Technical Component of its Proposal, it shall also provide an attestation of approval for the proposed electronic collection technology.

The technical report on the electronic toll system shall, without exception, contain the following elements:

- Assumptions and design criteria for the electronic toll system;
- Functional architecture of the electronic toll system;
- A summary description of the proposed collection technology:
  - transponder / tag and reader, protocol;
  - Debit card / bank card reader and, where applicable, automated collection systems for cash tolls;
- A description of the main components of the electronic toll system:
  - Automatic vehicle identification system;
  - Automatic vehicle classification system;
  - Non-customer account transaction identification system;

**Volume 1: Instructions for Invited Respondents**

---

- System and methods of toll collection from Users:
  - With a customer account (invoicing)
  - Without a customer account (bank card, debit card, cash, as the case may be);
- Back-up system of time/date photographs of rear of vehicle (or of the front for tractor trailers) showing a readable licence plate;
- A summary description of the customer management system;
- A summary description of the tests for substantial completion and final completion of the electronic toll system;
- The planned location and layout of the electronic toll collection point(s) and other payment terminals, depicting:
  - The number of service lanes at the collection point;
  - The lengths of the planned lanes before and after the collection point to ensure safe and efficient operation (users with a transponder versus users without a transponder);
  - A description and location of signage for user information.

**5.5 Intelligent Transport System (ITS)**

The Invited Respondent shall provide a technical report on the design and construction of an intelligent transport system, including the elements described below, without being limited to them, so as to establish its compliance with requirements set out in **Section 5.7 of Volume 3**.

The technical report on the intelligent transport system shall, without exception, contain the following elements:

- Sketches showing integration of the Canadian and Québec ITS architectures;
- The planned location of all ITS component equipment.

The technical report shall include the elements stipulated in the following Subsections:

**5.5.1 Video and Data Signal Transmission System (Subsection 5.7.2 of Volume 3)**

The technical report section pertaining to the video and data signal transmission system shall, without exception, contain the following elements:

- Assumptions and design criteria for the video and data transmission system;

**Volume 1: Instructions for Invited Respondents**

---

- Standards and codes used to design the video and data transmission system;
- A list of equipment, description and characteristics for each piece of equipment included in the video and data transmission system;
- A description of the implementation methodology for equipment linked to the existing Ministry equipment;
- A description of the operating mode of these systems clearly indicating the usage priorities (Private Partner vs. Minister) and modalities allowing the Minister to use them when necessary;
- A description of the operating mode of the video and data signal transmission system (operating mode, transmission mode, protocols used and communication interface);
- The planned location of communication equipment and layout of conduit duct banks.

**5.5.2 Vehicle Remote Monitoring System (Subsection 5.7.3 of Volume 3)**

The technical report section pertaining to the vehicle remote monitoring system shall, without exception, contain the following elements:

- Assumptions and design criteria for the vehicle remote monitoring system;
- Standards and codes used in the design of the vehicle remote monitoring system;
- A list of equipment, description and characteristics for each piece of equipment included in vehicle remote monitoring system;
- A description of the implementation methodology for equipment linked to the existing Ministry equipment;
- A description of the operating mode of these systems clearly indicating the usage priorities (Private Partner vs. Minister) and modalities allowing the Minister to use them when necessary;
- A functional diagram of the vehicle remote monitoring system;
- The planned location of the vehicle remote monitoring system.

**5.5.3 Vehicle Detection System (Subsection 5.7.4 of Volume 3)**

The technical report section pertaining to the vehicle detection system shall, without exception, contain the following elements:

- Assumptions and design criteria for the vehicle detection system;
- Standards and codes used in the design of the vehicle detection system;

**Volume 1: Instructions for Invited Respondents**

---

- A list of equipment, description and characteristics for each piece of equipment included in vehicle detection system;
- A description of the implementation methodology for equipment linked to the existing Ministry equipment;
- A description of the operating mode for the vehicle detection system;
- The planned location of the vehicle detection system equipment.

**5.5.4 A Detection and Signage System for Preventive Closure of Traffic on the Beauharnois Canal Bridge (Subsection 5.7.5 of Volume 3)**

The technical report section pertaining to the detection and signage system for preventive closure of traffic on the Beauharnois Canal Bridge shall, without exception, contain the following elements:

- A description of the proposed detection and signage system for preventive closure of traffic on the Beauharnois Canal Bridge;
- A list of equipment, descriptions and characteristics for each piece of equipment included in the detection and signage system for preventive closure of traffic on the Beauharnois Canal Bridge;
- Assumption and design criteria for the detection and signage system for preventive closure of traffic on the Beauharnois Canal Bridge;
- Standards and codes used to design the detection and signage system for preventive closure of traffic on the Beauharnois Canal Bridge.

**5.5.5 Variable Message Signalling System (Subsection 5.7.6 of Volume 3)**

The technical report section pertaining to the variable message signalling system shall, without exception, contain the following elements:

- Assumptions and design criteria for the variable message signalling system;
- Standards and codes used in the design of the variable message signalling system;
- A list of equipment, description and characteristics for each piece of equipment included in variable message signalling system;
- The planned location of the variable message signalling system equipment (AutoCAD and paper).

**5.5.6 Highway Weather Station (Subsection 5.7.7 of Volume 3)**

The technical report section pertaining to the highway weather station shall, without exception, contain the following elements:

**Volume 1: Instructions for Invited Respondents**

---

- Criteria, studies or reports justifying the location of the weather station;
- Standards and codes used in the design of the weather station;
- A list of equipment, description and characteristics for each piece of equipment included in weather station;
- A complete diagram of the weather station (equipment) (AutoCAD and paper);
- A diagram of the location of the weather station (AutoCAD and paper).

**5.5.7 Lane Control System for the Beauharnois Canal Bridge (Subsection 5.7.8 of Volume 3)**

The technical report section pertaining to the lane control system for the Beauharnois Canal Bridge shall, without exception, contain the following elements:

- Assumptions and design criteria justifying the proposed type of lane control system for the Beauharnois Canal Bridge
- Standards and codes used to design the lane control system for the Beauharnois Canal Bridge
- A list of equipment, description and characteristics for each piece of equipment included in the lane control system for the Beauharnois Canal Bridge
- A detailed description of the operation of the lane control system for the Beauharnois Canal Bridge, especially including the description of the system's procedure and operation, a description of safety and traffic management (pertaining to its traffic management centre), as well as the integration of its systems to those of the MTQ's traffic management centre.

**5.5.8 The Ministry's Traffic Management Centre (Subsection 5.7.9 of Volume 3)**

The technical report section pertaining to the Ministry's traffic management centre shall, without exception, contain the following elements:

- List of equipment, descriptions and characteristics of each piece of equipment to be installed in the Ministry's traffic management center (operating mode, transmission mode, protocols used, communication interface, explanation of the link to the Minister's communication system);
- A description of the implementation methodology for equipment linked to the existing Ministry equipment;
- A description of the operating mode of these systems clearly indicating the usage priorities (Private Partner vs. Minister) and modalities allowing the Minister to use them when necessary.

**Volume 1: Instructions for Invited Respondents**

---

**5.6 Maintaining Traffic Flow during the Design and Construction Period****5.6.1 Report on Maintaining Traffic Flow during the Design and Construction Period**

The Invited Respondent shall provide a technical report on maintaining traffic flow during the Design and Construction Period, including the elements described below, without being limited to them, so as to establish its compliance with requirements set out in **Section 5.8 of Volume 3**.

It is up to the Invited Respondent to develop the traffic simulations on the basis of the available information, in particular in keeping with the conditions of Paragraphs 5.1.2.1, 5.8.3.2 and 5.8.3.3 of Volume 3, and to take these requirements into account when drafting its technical report.

The technical report on maintaining traffic flow during the Design and Construction Period must contain the following information:

- Standards and codes used;
- Structures and equipment used for maintaining traffic flow;
- Methods of implementation of the equipment for maintaining traffic flow;
- Traffic analyses, including traffic simulations and the percentage of trucks used in the design;
- Preliminary design, location and construction methods for detour roads and bypasses.

**5.6.2 Drawings for Maintaining Traffic Flow during the Design and Construction Period**

In the technical report, the Invited Respondent shall indicate the number of sheets of drawings related to maintaining traffic flow during the Design and Construction Period which are attached to its Proposal and the title of each sheet.

Preliminary drawings related to maintaining traffic flow during the Design and Construction Period shall contain the following information:

- Preliminary phasing plans for the work with respect to the A-20/A-30/A-540 interchange and the interchange in Chateauguay;
- A plan view showing the work areas and the road areas impacted by the work;
- A plan view showing the preliminary planned configuration of the traffic lanes during the work, as well as detour roads and bypasses;
- Typical cross sections of the width of the traffic lanes in the work areas as well as the width of detour roads and bypasses.

**Volume 1: Instructions for Invited Respondents**

---

Limiting itself to the roads and sections of roads identified in **Tables 5-18 to 5-37** of **Volume 3**, and related requirements.

## **6.0 Requirements Pertaining to the Commissioning of the Electronic Toll System**

### **6.1 Commissioning Plan for the Electronic Toll System**

The Invited Respondent shall submit a plan for the commissioning of the electronic toll system which shall cover the following points:

- The testing program for the electronic toll system;
- The electronic toll system configuration management program.

## **7.0 Operations, Maintenance and Rehabilitation (OMR) Requirements**

### **7.1 Network Monitoring Program**

The Invited Respondent shall outline its monitoring program for the Infrastructure, the site and adjacent areas, according to the requirements set out in **Section 7.2** of **Volume 3**.

### **7.2 Emergency Response Plan**

The Invited Respondent shall outline its emergency response plan, covering the basic requirements stipulated in **Paragraph 7.2.2.2** of **Volume 3**.

### **7.3 Infrastructure Maintenance Program**

The Invited Respondent shall outline its infrastructure maintenance program, covering the basic requirements stipulated in **Section 7.4** of **Volume 3**.

### **7.4 Operating Program for the Electronic Toll System**

The Invited Respondent shall outline its operation and maintenance program for the electronic toll system, covering the basic requirements stipulated in **Section 7.7** of **Volume 3**. It must cover the following elements:

- Testing program and ETS configuration management program;
- Processing of requests for opening customer accounts;

**Volume 1: Instructions for Invited Respondents**

---

- Management of customer accounts;
- Account information requests;
- Statements of account;
- Updating financial information;
- Collection of revenues and account reconciliation;
- Monthly closing;
- Monthly reconciliation;
- Year-end closing;
- Telephone system (interactive voice response system);
- Monthly maintenance activity and report;
- Monthly maintenance on applications and databases.

**7.5 Inspection and Maintenance Program for Structures**

The Invited Respondent shall outline its inspection program for the structures, establishing that the proposed approach complies with the basic requirements stipulated in **Section 7.5** of **Volume 3**. This program must cover the following elements:

- Inspection program (annual, 5-year and special inspections);
- Performance indicators (measurement of non-compliance).

**7.6 Infrastructure Operation and Maintenance Program during the Design and Construction Period**

The Invited Respondent shall outline its Infrastructure operation and maintenance program for all of the works transferred to it during the Design and Construction Period and described in **Section 5.11** of **Volume 3**.

**7.7 Transitional OMR Program**

The Invited Respondent shall outline its operation, maintenance and rehabilitation program for the Supplemental A-30 Sections, according to the requirements set out in **Section 7.10** of **Volume 3**.

**Volume 1: Instructions for Invited Respondents**

---

**8.0 Internal and External Audit Program**

The Invited Respondent shall describe the proposed processes by which it will carry out its own audits (internal audits) for itself, for all its Members, Participants and for every level of supplier of every type of product and service, and the frequency of these audits with respect to the various activities to be described in the quality plan in accordance with the requirements set out in **Article 3.0 of Volume 3**, and shall indicate how it plans to transmit the results of these audits to the Minister within the allotted time periods.

The Invited Respondent shall also specify how it will facilitate access by the Minister or the Minister's Representative with regard to itself, to all of its Members, Participants and to every level of supplier of every type of product and service for purposes of carrying out the external audits provided for at **Article 8.0 of Volume 3**.

**9.0 Non-Compliance and Non-Performance**

The Invited Respondent shall describe its anticipated process for handling non-compliance notices and observations issued during its internal audits, to correct non-compliance and non-performance situations referred to in **Article 9.0 of Volume 3**.

The Invited Respondent must also describe its anticipated process for handling the non-compliance notices issued by the Minister or the Minister's Representative, to correct non-compliance and non-performance situations referred to in **Article 9.0 of Volume 3**.

**10.0 Third-Party Requirements**

The Invited Respondent shall describe its anticipated processes establishing its commitment to complying with all the administrative and technical requirements and constraints related to third parties set out in **Article 10.0 of Volume 3**.

**Schedule 1-3**

**Main Characteristics  
of the Financing Plan and  
the Financial Models**

**Volume 1: Instructions for Invited Respondents**

---

This Schedule summarizes the instructions to be followed by Invited Respondents in developing their financing plan and the financial models.

**Section 1.1 Financing plan**

Invited Respondents must provide a detailed description of the proposed financial structure and Financing Instruments for the undertaking of the A-30 PPP Completion. They must demonstrate that the proposed financing is sufficient to cover all of the needs of the A-30 PPP Completion during its term (including design, construction, operation, maintenance and rehabilitation). Invited Respondents must also provide confirmation of the participation of the Funders (**Schedule 1-7**) for the entire amount of the Initial Financing of the A-30 PPP Completion when the Financial Component is submitted.

**Section 1.1.1 General information**

1. The financing plan must include a description of the proposed financial structure, as well as the financing sources and Instruments and the terms and conditions of the latter. The Minister expects that the financing plan will be at a sufficiently advanced state of development to provide a sufficient level of confidence with respect to the likelihood of its realization within the 90 days following the announcement of the Selected Proponent. The proportion and source of Equity Capital, Loans (bank, bond or other), and other Financing Instruments must be established.
2. In order to minimize the risk at Financial Closing, and to comply with the schedule proposed by the Minister, the latter will not accept a financing plan under which the Invited Respondent proposes to rely on a best efforts underwriting arrangement to implement the Initial Financing. As a result, any Financial Component of the Proposal that is submitted on this basis will be judged to be non-compliant.
3. For the purposes of preparing their Financial Component, Invited Respondents must use the Benchmark Interest Rate prevailing at 11:00 a.m., Montréal time, on April 30, 2008, namely 5 business days before the Financial Component Submission Date. Invited Respondents must provide the Bloomberg identification ("ticker code") of the Benchmark Interest Rate used for each of the financing instruments.

**Section 1.1.2 Financing conditions - loans**

With respect to Loans (bank, bond, SWAP, derivative or any other type), the Financial Component must include a description of the following elements:

**Volume 1: Instructions for Invited Respondents**

---

- a) the type of Loan;
  - b) the purpose of the Loan;
  - c) the amount of the financing and the currency;
  - d) the use of funds schedule;
  - e) the principal repayment schedule and the prepayment conditions, including make-whole clauses;
  - f) details concerning the terms of payment (grace periods), where applicable;
  - g) the interest rate (fixed or variable), specifying the Benchmark Interest Rate and the premium to the Benchmark Rate;
  - h) conversion rights, where applicable;
  - i) engagement fees, underwriting fees, commitment fees, breakage costs and other expenses;
  - j) guarantees or security required;
  - k) insurance required or surety bonds;
  - l) reserve account requirements (debt service, maintenance, etc.);
  - m) financial ratios to be maintained and other requirements and restrictive clauses;
  - n) events of default;
  - o) lock-up scenarios;
  - p) step-in rights;
  - q) hedging strategies proposed for mitigating the risks of interest rate, inflation, and exchange rate fluctuations, where applicable;
  - r) conditions precedent;
  - s) requirements pertaining to the due diligence review. The due diligence review should have been completed before submission of the Financial Component of the Proposal;
  - t) any other restrictions, requirements, or conditions that could significantly influence the capacity of the Invited Respondent to finalize the financing or to use the committed funds after the Financial Closing;
  - u) any other information considered relevant.
1. This information must be provided on a term sheet for each Loan. This term sheet, which may be prepared in French or English, must be attached to the letters of confirmation that are provided by the Funders (see **Schedule 1-7**). An Invited Respondent who plans refinancing during the term of the A-30 PPP Completion must submit, for the Borrowings contemplated for the refinancing,

**Volume 1: Instructions for Invited Respondents**

---

the same information as those required for the Initial Financing. However, the Minister understands that the refinancing information (if any) constitutes assumptions that are subject to change;

2. For each of Loan presented above, the Financial Component must include:
  - a) the identity of each Funder;
  - b) the amount that will be invested by each Funder.

**Section 1.1.3 Financing conditions - equity**

1. With respect to Equity investments, the Financial Component must include the following elements:
  - a) the injection of funds schedule for each Funder;
  - b) the subscription terms, including the anticipated return on the Equity Capital invested;
  - c) the conditions under which the funds will be committed;
  - d) the voting rights and ownership structure of the Private Partner;
  - e) the conditions to be satisfied for the payment of dividends or any other type of distribution.

This information must be provided on a term sheet for each equity instrument. This term sheet, which may be prepared in French or in English, must be attached to the letter of confirmation that is provided by the Funders (see **Schedule 1-7**).

2. For each of the financing instruments presented above, the Financial Component must include:
  - a) the identity of each Funder;
  - b) the amount that will be invested by each Funder;

**Section 1.1.4 Financing conditions – other financial commitments of the Invited Respondent, Members, and Participants**

1. Any financial commitment from the Invited Respondent, or of a Member or a Participant in a form other than Loans and Equity (e.g.: parent company guarantees, stand-by facilities, etc.) must be definitively authorized and committed, subject to legal documentation.
2. This authorization or commitment must be given in the form of a resolution of the board of directors, or other document certifying

**Volume 1: Instructions for Invited Respondents**

---

that the signatory has the power to bind the Invited Respondent, Member or Participant.

**Section 1.1.5 Financing conditions – other financial liability**

In cases where Financing Instruments other than Loans (**Section 1.1.2**), Equity (**Section 1.1.3**), or Other Commitments (**Section 1.1.4**) are anticipated for the A-30 PPP Completion, the Invited Respondent must present the financing conditions of such other financial liability with the same level of detail as required for Loans and Equity Capital. This information must be provided on a term sheet for every other financial liability, which must be attached to the letter of confirmation provided by the Funders (see **Schedule 1-7**). This list may be prepared in French or in English.

**Section 1.1.6 Credit rating**

If putting the financing in place requires a credit rating, the Invited Respondent must present a preliminary shadow rating from a recognized credit rating agency. Where applicable, the Invited Respondent must also submit the procedure and timetable established for obtaining the final credit rating.

**Section 1.1.7 Implementation of financing**

An Invited Respondent must present the detailed timetable that it plans to follow in order to effect Financial Closing of the A-30 PPP Completion by the deadline established further to its selection as the Selected Proponent. This timetable must respect the timetable proposed by the Minister, which is 90 days after the announcement of the Selected Proponent.

**Section 1.1.8 Robustness of the financing plan**

The Invited Respondent must provide a description of the robustness (as same is defined in **Section 6.6** of **Volume 1** of the Request for Proposals) of its financing plan, including details concerning the management of principal risks (e.g.: interest rates, inflation, revenues, construction schedule, capital expenditures, operations, maintenance, rehabilitation, etc.)

**Volume 1: Instructions for Invited Respondents**

---

**Section 1.2 Financial model****Section 1.2.1 General information**

1. Invited Respondents must submit electronic (on DVD) and hard copies of the complete and operational financial models used in preparing the Proposal with each copy of the Financial Component. These financial models must be accompanied by an assumptions book and an instruction booklet. Each Invited Respondent is free to develop its financial models at its discretion, insofar as the models meet the criteria presented in this Section.
2. Invited respondents must submit two financial models. The first one will exclude the Supplemental OMR Activities for the Supplemental A-30 Sections, and the second one will include the Supplemental OMR Activities.

**Section 1.2.2 Structure of the financial model**

1. Each financial model must meet the following criteria:
  - a) the financial model must be prepared on a monthly basis during the period ending on the Date of Conditional Receipt of all of the Works, and on an annual basis during the period of operation following the Date of Conditional Receipt of all of the Works;
  - b) the financial model must be properly constructed, and must have a professional appearance;
  - c) the financial model must be produced using Microsoft Excel 2002 or a later version;
  - d) every sheet must be formatted in such a way that the printed information is clear and legible, using 8½" x 11" or 11" x 17" paper;
  - e) the financial model must be presented in thousands of real Canadian dollars, without decimals;
  - f) intentionally omitted;
  - g) the financial model must cover the entire term of the Partnership Agreement;
  - h) the cells that contain manual inputs must be shown in blue;
  - i) no sheet or cell may be hidden, and the file must not be password-protected;
  - j) calculations must be sufficiently disaggregated that they can be followed logically on screen or on paper without having to examine the content of each cell;

**Volume 1: Instructions for Invited Respondents**

---

- k) if the financial model contains circular references, it must include a description of the locations of these references and the reasons why they are present. In addition, the circular references must be resolved, that is, the software must find a solution;
  - l) the conditions attached to the Financing Instruments must be those that are presented in the term sheets required in **Sections 1.1.2, 1.1.3, 1.1.4, and 1.1.5** above. The Benchmark Interest Rates must be those that prevail at 11:00 a.m., Montréal time, on April 30, 2008, i.e., five business days prior to the Financial Component Submission Date.
- 2. Invited Respondents must use the following inputs in developing each of their financial models:
  - a) the start date for the financial model must be July 1, 2008;
  - b) the date of the Financial Closing must be October 1, 2008;
  - c) the closing date for the financial model must correspond to the 6th month following the end of the 30th year of operation (the end of the Partnership Agreement);
  - d) the discount rate applied to all of the payments required must be 6.5%;
  - e) the benchmark interest rate applied which matches the one submitted on the Bloomberg terminal print-outs as at 11:00 a.m., Montréal time, on April 30, 2008;
  - f) a Specific Utility Infrastructure Amount of \$6,500,000 in nominal dollars in the first quarterly payment period ("E", as defined in the Partnership Agreement).

**Section 1.2.3 Outputs required**

- 1. Each of the financial models must contain at least the following output sheets:
  - a) the Flow of Funds of the A-30 PPP Completion, as presented in **Schedule 1-10**;
  - b) complete financial statements, including a balance sheet, an income statement, a statement of retained earnings, and a statement of cash flows. These financial statements must be prepared in accordance with generally accepted accounting principles in Canada;
  - c) a summary sheet that contains the following elements:
    - financial ratios as required by the Funders and appropriate to the capital structure set out in the

**Volume 1: Instructions for Invited Respondents**

---

financing plan, including debt service coverage ratios, including the minimum ratio, the average ratio, and the ratio calculated over the term of the loan;

- Equity Capital internal rate of return ("Equity IRR"). Notwithstanding the definitions contained in the glossary for this **Volume 1**, the internal rate of return of Equity Capital must be calculated as defined in **Schedule 1-23 Interest Rate Benchmarking Protocol**;
  - aggregate internal rate of return ("IRR"). ;
- d) a reconciliation of the OMR payments and the capital payments, in nominal dollars, as presented in the Invited Respondent's financial model, with the OMR payments and the capital payments in real dollars, as proposed by the Invited Respondent in **Schedules 1-11** and/or **1-12**. The reconciliation must be presented on a monthly basis for the 360 payment periods following the Substantial Completion Date, and include annual totals by which to reconcile the payments presented in the financial model with the payments entered on the price forms in **Schedules 1-11** and/or **1-12**, as the case may be. The reconciliation that accompanies the financial model that excludes the Supplemental OMR Activities must contain the following five columns:
- capital payment in nominal dollars;
  - capital payment in real dollars;
  - OMR payment for the Western Portion in nominal dollars;
  - OMR payment for the Western Portion in real dollars
  - monthly inflation rate.

The reconciliation that accompanies the financial model that includes the Supplemental OMR Activities must contain the following seven columns:

- capital payment in nominal dollars;
- capital payment in real dollars;
- OMR payment for the Western Portion in nominal dollars;
- OMR payment for the Western Portion in real dollars;
- OMR payments for the Supplemental A-30 Sections in nominal dollars;

**Volume 1: Instructions for Invited Respondents**

---

- OMR payments for the Supplemental A-30 Sections in real dollars;
- monthly inflation rate.

**Section 1.2.4 Flexibility required**

It is mandatory that each of the financial models allows the Minister to conduct sensitivity analyses using the following elements:

- a) variation rate of inflation during the design and construction period;
- b) variation in interest rates (expressed in basis points);
- c) variation (expressed in percentages) in capital expenditures and in costs of operations, regular maintenance, and rehabilitation;
- d) variation (expressed in percentages) in capital payments;
- e) variation (expressed in percentages) in OMR payments;
- f) variation (expressed in percentages) of remittances linked to toll revenue;
- g) variation in the construction schedule:
  - 6-month reduction in the design and construction period;
  - 12-month increase in the design and construction period.

**Section 1.2.5 Assumptions book**

1. Each of the financial models must be accompanied by an assumptions book. The assumptions book must set out the following elements in sufficient detail to allow users to obtain a clear understanding of the financial model:
  - a) a summary of the financing plan, including the term sheet for each Financing Instrument;
  - b) assumptions pertaining to construction costs, and more specifically, those that relate to the cost of:
    - the bridge across the Seaway and the Beauharnois Canal – in-river piers;
    - the bridge across the Seaway and the Beauharnois Canal – deck;

**Volume 1: Instructions for Invited Respondents**

---

- the bridge across the Seaway and the Beauharnois Canal – roadway, approaches and other elements;
  - short tunnel under the Soulanges Canal;
  - the bridge across the St. Lawrence River – in-river piers;
  - the bridge across the St. Lawrence River – deck;
  - the bridge across the St. Lawrence River – roadway and other elements;
  - other in-river bridges;
  - each overpass;
  - collectors in Châteauguay;
  - express lanes;
  - entrances and exits;
  - related structures (intelligent transport system, overhead signage, lighting, drainage system, etc.);
  - environmental management (Barrette-Dorais creek, compensation areas, large marshes, etc.);
  - maintaining traffic flow;
  - electronic toll system;
  - mobilization and demobilization;
  - administrative management;
  - insurance;
  - construction management;
  - quality management.
- c) assumptions pertaining to OMR costs, and more specifically, those that relate to:
- costs of routine maintenance work;
  - costs of winter maintenance;
  - costs of remedial maintenance work (rehabilitation);
  - costs related to the electronic toll system.

For each category, the assumptions book should separately identify, where applicable, the elements providing an understanding of how the Private Partner operates, in terms of:

- its fixed expenses (development, service centre, customer service, administration, operation of its traffic

**Volume 1: Instructions for Invited Respondents**

---

management centre, operating personnel, insurance, etc.);

- its recurring costs (equipment, subcontracting, labour, snow removal, de-icing, roadkill removal, cleaning, supervision, policing, crack sealing, lines, pothole repair, ditch clearing, routine repairs, etc.);
- its specific costs (reconstruction, wearing course, rehabilitation of the infrastructure, end of term, restoration, repairs other than routine maintenance work, etc.).

The OMR assumptions for the Western Portion and for the Supplemental A-30 Sections should be provided and itemized separately.

2. Each of the financial models must be consistent with its assumptions book. In the event of an inconsistency, the Minister may require that the Invited Respondent change the assumptions book to reflect the financial model.

**Section 1.2.6 Instruction booklet**

Each of the financial models must be accompanied by an instruction booklet. The instruction booklets must explain the various functionalities of the financial model in sufficient detail to allow users to manipulate it effectively. More specifically, the instruction booklet must include:

- a) instructions pertaining to the method for changing inputs;
- b) instructions pertaining to the method for running the model after making changes to the inputs;
- c) instructions pertaining to the method for printing the sheets contained in the model;
- d) a summary of the sheets contained in the model and the information therein;
- e) details concerning complex and/or unusual formulas;
- f) instructions pertaining to the method for performing sensitivity analyses;
- g) instructions detailing the process for the readjustment of the financial model. In addition, cells containing manual inputs associated with this adjustment process must be highlighted in yellow.

**Schedule 1-4**

**Insurance, Bond and  
Letter of Credit Requirements  
Contained in the  
Partnership Agreement**

## Insurance, Bond and Letter of Credit Requirements for the Request for Proposals Contained in the Partnership Agreement

The Private Partner will be required to purchase, provide, and maintain in force, or cause to be purchased, provided, and maintained in force, the insurance coverages described in this Schedule. The insurance coverages described in **Sections 1 and 2** below must be put into place and maintained in force throughout the design and construction period. In addition, the Private Partner will be required to purchase, provide and maintain in force, or cause to be purchased, provided, and maintained in force, the insurance coverages described in **Section 3** below during the period of operation, maintenance and rehabilitation. This description is provided for information purposes only. The complete list of insurance requirements is included in **Article 20** and **Schedule 8 Performance and Payment Guarantees and Insurance of Volume 2**.

With respect to the insurance program covering the design and construction period, the Invited Respondent must produce, along with the Financial Component of its Proposal, a letter from the insurance broker\* that it has designated, prepared on the letterhead of the insurance broker, bearing a date that is not earlier than five days preceding the Financial Component Submission Date, and signed by an authorized signatory of the insurance broker. This letter must include a table that identifies and bears the signature of the underwriters who have agreed to provide the insurance coverages. In addition, the Invited Respondent must provide a letter of commitment from each underwriter, confirming the information pertaining to the coverages that it will provide to the Invited Respondent if it is selected as the Private Partner.

If the Invited Respondent has designated more than one insurance broker, each insurance broker must produce a letter that satisfies the above-mentioned requirements. Each of these letters must clearly identify the elements of the insurance program assigned to each of the insurance brokers. The letter from each of the insurance brokers must deal only with the insurance elements of the design-construction period assigned to that broker.

The Invited Respondent's insurance broker(s) must follow the format and wording of the letter presented in **Schedule 1-5**.

---

\* The insurance broker and each underwriter must hold all permits, certificates or authorizations required to act in that capacity in Québec.

**Volume 1: Instructions for Invited Respondents**

---

**1. Insurance coverages required during the design and construction period****1.1 Blanket public liability insurance for the construction site**

Blanket worksite public liability insurance, purchased on an events basis, duly issued in the names of the Private Partner, the advisors of the Private Partner, the Minister, the Independent Engineer, the lenders, all other general contractors, sub-contractors, suppliers (in relation to the A-30 PPP Completion activities), skilled workers, engineers, architects, expert advisors, all other persons reasonably required by the Minister or the Private Partner who are added as insured persons or additional insured persons, if any, and their successors and assigns.

The coverage limit shall not be less than 100 million dollars per event (may be structured as primary and surplus units, or as primary units and secondary units). Blanket amounts per policy year are permitted for coverage of the products, coverage of the completed operations, and coverage of errors and omissions related to employee benefits. No other blanket amount per policy year shall be allowed. The deductible per event or per claim shall not exceed \$250,000.

The anticipated coverages for the completed construction works must remain in force for thirty-six (36) months following the Final Completion Date

**1.2 Blanket (“Wrap-Up”) professional liability insurance specific to the A-30 PPP Completion)**

Professional liability insurance for the design work, providing coverage allocated to the A-30 PPP Completion and extending from the commencement date of the Agreement up to the Final Completion Date.

This insurance must also include a tail coverage period, which shall not be less than thirty-six (36) months. The policy shall be issued jointly in the names of the Private Partner, the advisors of the Private Partner, the Independent Engineer, the other engineers, the architects and the management and procurement staff involved in the design work or in the design and engineering aspects of the construction work. The liability limit of the policy shall not be less than 50 million dollars per claim or 100 million dollars over the term of the Partnership Agreement. The maximum deductible shall not exceed \$250,000 per claim.

**Volume 1: Instructions for Invited Respondents**

---

**1.3 Comprehensive worksite insurance (risks for structures under construction)**

Insurance for carriers and for structures<sup>3</sup> under construction, covering property up to an amount that shall not be less than a catastrophe limit of 350 million dollars per event. This insurance shall be issued jointly for the Private Partner, the advisors of the Private Partner, the Minister, the Independent Engineer and the lenders, and any other person reasonably required by the Minister, the lenders, or the Private Partner, who would be added to the list of insureds. The maximum deductible shall not exceed \$250,000 per event, except in the case of an earthquake where the deductible will not be over 3% of the insurance policy limit.

**1.4 Employer's liability insurance**

Employer's liability insurance covering employees of the Private Partner, in accordance with the legislation in force in the Province of Québec. The Private Partner shall ensure that proof of employer's liability insurance is provided by its advisors, as well as by all other contractors, sub-contractors, suppliers, and tradesmen who will be working on the worksite.

Once the work is completed, the Private Partner, the advisors of the Private Partner and all the other contractors, sub-contractors, suppliers and tradesmen that worked on the jobsite must provide written confirmation to the C.S.S.T. stating that all required assessments were paid by the due date.

**1.5 Public liability insurance against environmental damage – (for contractors)**

Public liability insurance against environmental damage issued to the Private Partner, the advisors of the Private Partner, the Minister, the Independent Engineer, the lenders and the Private Partners advisors jointly. This insurance must include all activities related to the A-30 PPP Completion, on a blanket basis, and must cover both gradual and sudden pollution, among other things. The liability limit shall not be less than 50 million dollars per claim or 100 million dollars over the term of the Partnership Agreement. The deductible shall not exceed \$250,000 per claim.

**1.6 Other insurance coverages**

Any other type, form, or amount of insurance that may be required to protect property or Persons associated with the A-30 PPP Completion, and arising or

---

<sup>3</sup> See **Section 2.2** for a description of these structures.

**Volume 1: Instructions for Invited Respondents**

---

having the possibility of arising from the specific nature, from the design of the work, or from the methods of construction used, or having the possibility of being used in the execution of the work by the Independent Engineer or the Private Partner, in application of the legislation or regulations in force, or as otherwise reasonably required by a modification of the Minister (as defined in **Volume 2**) or by the lenders.

## **2. Performance and payment bonds/irrevocable letter of credit for labour and materials**

As of the commencement date of the Partnership Agreement, the Private Partner must provide or cause to be provided as performance and payment security, at its option, one or more combined performance and payment bonds for labour and materials, an irrevocable letter of credit or a combination of the two instruments. These bonds/letter of credit must be approved by the Minister.

Accordingly, upon signing of the Partnership Agreement, the Private Partner shall provide appropriate performance and payment guarantees for labour and materials for the A-30 PPP Completion totalling in the aggregate an amount equivalent to at least two hundred and fifty (250) million dollars.

The performance and payment guarantees for labour and materials may be in any of the following forms:

- a bond for at least two hundred and fifty (250) million dollars;
- an irrevocable letter of credit for at least one hundred (100) million dollars;
- a combination of a bond and an irrevocable letter of credit provided the weighted value of the bond and irrevocable letter of credit is equal to at least two hundred and fifty (250) million dollars. If such a combination is used, the amount of the irrevocable letter of credit must be equal to or greater than ten (10) million dollars and less than or equal to thirty (30) million dollars and the equivalency factors used in the weighting calculation shall be three (3) for the irrevocable letter of credit and one (1) for the bond.

For example, an irrevocable letter of credit for ten (10) million dollars combined with a bond for two hundred and twenty (220) million dollars would be acceptable, as would an irrevocable letter of credit for thirty (30) million dollars combined with a bond for one hundred and sixty (160) million dollars.

**Volume 1: Instructions for Invited Respondents**

---

**3. Insurance coverages required during the operating, maintenance and rehabilitation period**

The following description of the insurance requirements during the period of operation, maintenance and rehabilitation is provided for information purposes only. The complete listing of these insurance requirements is presented in the Partnership Agreement, primarily in **Article 20** of **Volume 2**.

**3.1 General public liability insurance**

The Private Partner or another Person acting on its behalf shall purchase, provide, and maintain in force general public liability insurance issued jointly in the names of the Private Partner, the advisors of the Private Partner, the Minister and the lenders and any other Persons reasonably required by the Minister, the lenders, or the Private Partner, whose names, along with the names of their successors and respective assigns, shall be added as named insureds or additional insureds, as the case may be. This insurance must be maintained in force continuously throughout the OMR Period, except as regards the Supplemental A-30 Sections, for which such insurance coverage shall start on the Supplemental A-30 Sections Transfer Date.

This insurance must provide coverage for property damage, personal injury, and bodily harm (including death) arising from the operation, maintenance and rehabilitation Activities and the control and utilization of the right-of-way by the insureds. The insurance must be purchased on an events basis and must be maintained in force continuously throughout the term of the Partnership Agreement.

The coverage limit shall not be less than 25 million dollars per event (under any combination of primary insurance, surplus insurance or supplementary liability insurance). Blanket amounts per policy year shall be permitted for coverage of the products and completed operations, and for coverage of errors and omissions related to the management of employee benefits. No other blanket amount per policy year shall be allowed. The deductible per event or per claim submitted shall not exceed \$50,000.

**3.2 Environmental damage insurance**

Environmental damage insurance with a liability limit of not less than ten (10) million dollars per claim per policy year. This insurance shall be purchased for the Private Partner, the advisors of the Private Partner, the Minister and the lenders jointly. The deductible applicable per event/incident shall not exceed \$250,000.

**Volume 1: Instructions for Invited Respondents**

---

**3.3 Comprehensive property insurance**

Comprehensive property insurance with a combined per-event property damage coverage limit of not less than the higher of the following two amounts:

- a catastrophe limit of 350 million dollars per event, or
- 100% of the maximum possible loss, which shall be established after the Financial Closing, on the basis of a written estimate prepared by the advisors to the Private Partner and approved by the Minister.

This insurance shall be issued jointly for the Private Partner, the advisors of the Private Partner, the Minister and the lenders and any other persons who are reasonably required by the Minister or the lenders, and whose names shall be added from time to time as additional insureds. The deductible per occurrence for the property damage insurance shall not exceed \$250,000 per event, except in the case of an earthquake where the deductible will not be over 3% of the insurance policy limit.

**3.4 Employer's liability insurance**

Employer's liability insurance covering the employees of the Private Partner, in accordance with the legislation in force in the Province of Québec. The Private Partner shall ensure that proof of employer's liability insurance is provided by its advisors, as well as by all other contractors, sub-contractors, suppliers, and tradesmen working on the structures or on the right-of-way.

**3.5 Other insurance**

Any other type, form, or amount of insurance that may be required in order to protect property or Persons associated with the operation, maintenance or rehabilitation of the Infrastructure, the site or the adjacent zones, as required by the legislation or regulations in force, or as otherwise reasonably required by a modification of the Minister (as defined in **Volume 2**) or by the lenders

**Schedule 1-5**

**Letter of Intent  
from Insurance Brokers**

**Volume 1: Instructions for Invited Respondents**

---

[Date]

[Name and address of the Invited Respondent]

**Re: Insurance coverage for the design and construction period of the structures  
(including the electronic toll system)**

Invited Respondent: [name of Invited Respondent] (the “Invited Respondent”)

Design, construction, financing, operation, maintenance and rehabilitation of the  
A-30 Completion in the Montréal region using a public-private partnership approach  
(the “A-30 PPP Completion”)

[name of broker] (“name”) confirms that it has been appointed by the Invited Respondent  
to act as insurance broker in connection with the insurance coverage required during the  
design and construction period of the A-30 PPP Completion.

“name” has reviewed the Request for Proposals of the A-30 PPP Completion, including  
the Partnership Agreement and the insurance requirements stipulated therein. We hereby  
confirm that the requirements specified have been included in the insurance program for  
the design and construction period, which we will develop in the name of the Invited  
Respondent if its proposal (the “Proposal”) is accepted.

The estimated total cost of the insurance premiums for the entire term of the design and  
construction period, including any period of extended coverage following the Substantial  
Completion Date is \$\_\_\_\_\_ (in Canadian dollars). We hereby confirm that all of  
the insurance requirements stipulated in the Partnership Agreement have been included  
in this cost estimate.

In our opinion, the estimated total cost of the insurance premiums is the most favourable  
offer that we are able to make as of the date of this letter.

In our opinion, if the Proposal submitted by the Invited Respondent is accepted, we  
believe that we are in a position to satisfy the insurance requirements for the design and  
construction period, as set out in the Request for Proposals and its Schedules, and in the  
Partnership Agreement. As of the date of this letter, we are not aware of any obstacle that  
is likely to prevent us from producing insurance policies that comply with the requirements  
stipulated in the Partnership Agreement, or from doing so in the allotted time (i.e.: 90 days  
after announcement of the Selected Proponent). The date of entry into force of these  
insurance policies shall be the same as that of the signing of the Partnership Agreement.

[Signature of authorized signatory]

[Name of authorized signatory of the insurance broker]

[Title]

## Volume 1: Instructions for Invited Respondents

## Table Pertaining to the Letter of Intent from Insurance Brokers

Name of insurance broker:

Insurance coverage for the design and construction period of the structures (including the electronic toll system)			
Invited Respondent: [name of Invited Respondent] (the "Invited Respondent")			
Design, construction, financing, operation, maintenance and rehabilitation of the A-30 Completion in the Montréal region using a public-private partnership approach (the "A-30 PPP Completion")			
Attached to, and constituting an integral part of, the letter of intent (design and construction period of the structures, including the electronic toll system)			
Coverages	Underwriters	Insured amounts or equity interest (%) <sup>1</sup>	Signature of underwriter <sup>2</sup>
Blanket public liability insurance for the worksite	By:		
Blanket professional liability insurance specific to A-30 PPP Completion	By:		
Comprehensive worksite insurance	By:		
Public liability insurance against environmental damage	By:		

<sup>1</sup> Specified per policy year

<sup>2</sup> Or insert reference to a separate equivalent confirmation to be provided by the underwriters that complies with the form of the letter in **Schedule 1-5**.

**Schedule 1-6**

**Intentionally omitted**

**Schedule 1-7**

**Letter of Confirmation  
from Funders for  
the Financial Component**

Volume 1: Instructions for Invited Respondents

---

[Date]

Ministre des Transports du Québec  
500, René-Lévesque Blvd. West, Suite 13.40  
Montréal (Quebec) H1Z 1W7

Minister:

**Re: Design, construction, financing, operation, maintenance and rehabilitation of the A-30 Completion in the Montréal region using a public-private partnership approach (the “A-30 PPP Completion”) – Financial Component**

Invited Respondent: [name of Invited Respondent] (the “**Invited Respondent**”)

[Funder] is pleased to provide this letter of confirmation in support of the Financial Component of [name of Invited Respondent] (the “Proposal”) which is submitted in connection with the A-30 PPP Completion on May 7, 2008, in accordance with the requirements of the Request for Proposals that was issued by the Ministre des Transports du Québec (the “**Minister**”) on June 20, 2007.

In support of the Proposal, we confirm that we have completed all aspects of our due diligence review in sufficient detail and discipline to allow us to approve granting to the Invited Respondent financing in support of its Proposal. We provide this offer of financing on the basis of the terms and conditions set out in the term sheet attached hereto, subject only to the conditions listed in this letter.

The due diligence review was carried out by us and by [●, ● and ●, etc. (including legal advisors)] on our behalf. More specifically, we consider that the following elements, which have undergone review, are satisfactory:

- the technical aspects of the design and construction of the A-30 PPP Completion;
- the technical aspects of the operation, maintenance and rehabilitation of the A-30 PPP Completion;
- all other technical aspects of the A-30 PPP Completion;
- the projections for the A-30 PPP Completion with respect to traffic and revenues from Users.

We confirm that we accept the terms and conditions set out in:

- the Proposal;

**Volume 1: Instructions for Invited Respondents**

---

- the third version of the Partnership Agreement (**Volume 2**) dated [date] (the “Partnership Agreement”);
- the third version of the Technical Specifications (**Volume 3**) dated [date] (the “Technical Specifications”);
- the heads of terms of the contracts and sub-contracts;
- any other agreement or draft agreement required in connection with the financing of the A-30 PPP Completion, with the understanding that in conjunction with our due diligence review for the delivery of this letter, the Invited Respondent has officially represented and warranted to us that it has disclosed all agreements and draft agreements of that nature.

We consider that our review of the financial model accompanying the Proposal (the “Model”) is complete. We consider that all of the inputs of the Model are reasonable, and we believe that the cash flow forecasts of the Model of the Invited Respondent are in compliance with the conditions pertaining to the Financing Instruments contemplated in the proposed financing plan that is contained in the Proposal.

We have carried out the full range of our financial analyses and relevant sensitivity analyses, and we are satisfied with the financing plan, the Partnership Agreement, and the other agreements and contracts associated with the Proposal.

The terms and conditions of financing attached hereto in the term sheet set out the principal terms and conditions of this Financing Instrument, which will serve as the basis of the legal documentation that will be completed if the Minister accepts the Proposal, but no later than •. **[enter the date which is six (6) months after the Financial Component Submission Date]**

We are satisfied that we are in a position to complete the Financial Closing within the 90 days following announcement of the Selected Proponent, subject to obtaining the Government’s prior authorization as referred to in **Subsection 4.1.13 of Volume 1**.

We confirm that we have made a comprehensive presentation of the A-30 PPP Completion and of the Proposal to our [credit committee or board of directors], which has approved granting of a [Financing Instrument] of a maximum amount of • million Canadian dollars, under the terms and conditions set out in the term sheet attached hereto, subject only to the following conditions:

- finalization and execution of the legal documentation relating to the Partnership Agreement and the various financing agreements, reflecting the terms and conditions set out in the Proposal;
- (where applicable) finalization of the credit rating, in accordance with the shadow rating submitted with the Proposal, issued by a recognized credit rating agency, if implementation of the financing requires a credit rating.

**Volume 1: Instructions for Invited Respondents**

---

Sincerely,

---

[Name of Funder in block letters]

---

[Name of authorized signatory in block letters]

---

[Signature of authorized signatory]

---

[Date]

Enclosure: Term Sheet

**Schedule 1-8**

**Security Deposit**

Volume 1: Instructions for Invited Respondents

---

Letter of credit form

Addressee: The Ministre des Transports du Québec

(the “Beneficiary”)

RE: SECURITY DEPOSIT

IRREVOCABLE LETTER OF CREDIT No:

---

Dear Sir/Madam:

At the request of our client, \_\_\_\_ (the “Client”), we are hereby issuing, with immediate effect and in your favour, our irrevocable Letter of Credit no. \_ (the “Letter of Credit”) for a maximum total amount of three (3) million Canadian dollars (CAD 3,000,000).

This financial institution guarantees, and undertakes to immediately pay to you, under the terms of this Letter of Credit, any amount claimed, up to a maximum amount of three (3) million Canadian dollars (CAD 3,000,000), upon written demand for payment referencing this irrevocable Letter of Credit no. \_\_, dated \_\_ and made upon it at its counters located at **[Note: insert address of the financial institution<sup>4</sup>]** during normal business hours.

Partial drawings are permitted.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, Publication No. 600 of the International Chamber of Commerce, as subsequently amended.

Drawings may be made up to the full amount of the Letter of Credit where the drawing is accompanied by a certificate, executed by an authorized signatory of the Beneficiary, stating that:

- a) the person signing the certificate is an authorized signatory of the Beneficiary;
- b) the Beneficiary is entitled to draw under this Letter of Credit.

---

<sup>4</sup> This Letter of Credit must be redeemable in Montréal, Québec.

**Volume 1: Instructions for Invited Respondents**

---

Any drawings made under this Letter of Credit must be accompanied by the original or a certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above for drawings under this Letter of Credit.

We will honour your written demand(s) for payment on simple presentation of the above-mentioned documents, without inquiring as to the existence of a legitimate claim between you and our Client.

All bank charges are for the account of the Client.

Unless it is renewed, this Letter of Credit shall remain in force until close of business on March 26, 2009.

---

Authorized Signatory

---

Authorized Signatory

**Schedule 1-9**

**Additional  
Security Deposit**

Volume 1: Instructions for Invited Respondents

---

Letter of credit form

Addressee: The Ministre des Transports du Québec

(the “Beneficiary”)

RE: ADDITIONAL SECURITY DEPOSIT

IRREVOCABLE LETTER OF CREDIT No:

---

Dear Sir/Madam:

At the request of our client, \_\_\_\_ (the “Client”), we are hereby issuing, with immediate effect and in your favour, our irrevocable Letter of Credit no. \_ (the “Letter of Credit”) for a maximum total amount of fifteen (15) million Canadian dollars (CAD 15,000,000).

This financial institution guarantees, and undertakes to immediately pay to you, under the terms of this Letter of Credit, any amount claimed, up to a maximum amount of fifteen (15) million Canadian dollars (CAD 15,000,000), upon written demand for payment referencing this irrevocable Letter of Credit no. \_\_, dated \_\_ and made upon it at its counters located at **[Note: insert address of the financial institution<sup>5</sup>]** during normal business hours.

Partial drawings are permitted.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, Publication No. 600 of the International Chamber of Commerce, as subsequently amended.

---

<sup>5</sup> This Letter of Credit must be redeemable in Montréal, Québec.

**Volume 1: Instructions for Invited Respondents**

---

Drawings may be made up to the full amount of the Letter of Credit where the drawing is accompanied by a certificate, executed by an authorized signatory of the Beneficiary, stating that:

- a) the person signing the certificate is an authorized signatory of the Beneficiary
- b) the Beneficiary is entitled to draw under this Letter of Credit

Any drawings made under this Letter of Credit must be accompanied by the original or a certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above for drawings under this Letter of Credit.

We will honour your written demand(s) for payment on simple presentation of the above-mentioned documents, without inquiring as to the existence of a legitimate claim between you and our Client.

All bank charges are for the account of the Client.

Unless it is renewed, this Letter of Credit shall remain in force until the close of business on March 26, 2009.

---

Authorized Signatory

---

Authorized Signatory

**Schedule 1-10**

**Flow of Funds**

Volume 1: Instructions for Invited Respondents

FLOW OF FUNDS										
in thousands of Canadian dollars										
For the periods ending	Monthly amounts from 07-2008 to 12-2012					Amounts for 12-month period ending on December 31				
	07-2008	08-2008	/.../	11-2012	12-2012	2013	2014	/.../	2042	2043
	Net present value (01/07/08)		Value (current dollars)							
<b>A-30 PPP Completion cash flows</b>										
<b>Net toll revenues</b>										
Gross toll revenues	-	-	-	-	-	-	-	-	-	-
50% of toll revenues eligible to be shared with the Government	-	-	-	-	-	-	-	-	-	-
Uncollected tolls	-	-	-	-	-	-	-	-	-	-
Fixed and variable operating costs	-	-	-	-	-	-	-	-	-	-
Maintenance costs	-	-	-	-	-	-	-	-	-	-
Rehabilitation costs	-	-	-	-	-	-	-	-	-	-
<b>Total net toll revenues</b>	-	-	-	-	-	-	-	-	-	-
<b>Payments</b>										
Construction payments	-	-	-	-	-	-	-	-	-	-
Capital payments	-	-	-	-	-	-	-	-	-	-
OMR payments	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-
<b>Design and construction costs</b>	-	-	-	-	-	-	-	-	-	-
<b>Operating, maintenance and rehabilitation costs</b>										
Fixed and variable operating costs	-	-	-	-	-	-	-	-	-	-
Maintenance costs	-	-	-	-	-	-	-	-	-	-
Rehabilitation costs	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-
<b>Interest income</b>	-	-	-	-	-	-	-	-	-	-
<b>Cash flow from (to) reserves</b>	-	-	-	-	-	-	-	-	-	-
<b>Taxes</b>										
Provincial tax	-	-	-	-	-	-	-	-	-	-
Federal tax	-	-	-	-	-	-	-	-	-	-
Capital tax	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-
<b>Changes in working capital</b>	-	-	-	-	-	-	-	-	-	-
<b>Financing</b>										
Long-term debt	-	-	-	-	-	-	-	-	-	-
Borrowing (repayment) of principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-
Front-end fee	-	-	-	-	-	-	-	-	-	-
Commitment fee	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-
<b>Other financing instrument(s) - specify</b>										
Utilization	-	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-
Commission(s)	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-
<b>Equity</b>										
Dividends paid	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-
<b>Net cash flows</b>	-	-	-	-	-	-	-	-	-	-
<b>Financial ratios</b>										
Debt service coverage ratio	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X
Other relevant financial ratios	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X	0.00X
Equity internal rate of return (including subordinate debt, where applicable)	-	-	-	-	-	-	-	-	-	-
Overall internal rate of return	-	-	-	-	-	-	-	-	-	-

In order to determine the amount of the monthly capital payments and the monthly OMR payments required during the period of operation, the Invited Respondent must assume that it will receive the full amount that it proposes, or in other words, that no deductions will be made from these payments.

**Schedule 1-11**

**Price Form —  
Western Portion**

## Volume 1: Instructions for Invited Respondents

## CONSTRUCTION PAYMENTS – WESTERN PORTION

## 1. Calculation of the construction price eligible for construction payments

Total construction price (in thousands of nominal dollars)	A <sup>1</sup>	
Less: Amount for Specific Utility Infrastructures	B	<u>\$6,500,000</u>
Subtotal	C	
Eligibility coefficient	D	<u>50%</u>
Construction price eligible for Construction Payments	G = C x D	<u>                    </u>

## 2. Calculation of Construction Payments

Construction Payments<sup>2</sup> (in thousands of nominal dollars) for each of the following payment periods  
(F x G)

#	Payable Items	Payable Item Category	Percentage <sup>3</sup> attributed to the Payable Item (%)	E <sup>4,5</sup>	E + 3 mos.	E + 6 mos.	E + 9 mos.	E + 12 mos.	E + 15 mos.	E + 18 mos.	E + 21 mos.	E + 24 mos.	E + 27 mos.	E + 30 mos.	E + 33 mos.	E + 36 mos.	E + 39 mos.	E + 42 mos.	E + 45 mos.	E + 48 mos.	E + 51 mos.
			F																		
1																					
2																					
3																					
		Total	100%																		

- The Invited Respondent shall include \$6,500,000 in nominal dollars in its construction price as the Amount for Specific Utility Infrastructures.
- The Invited Respondent shall indicate the Construction Payment in the three-month payment period in which it expects to have completed the Payable Item and met all of the requirements for that Payable Item, as set out in the Partnership Agreement.
- Corresponds to the percentage attributed to the Payable Item based on the number of Payable Items in the Payable Item sub-category to which it belongs (i.e., engineering structures and roadways) multiplied by the percentage associated with that sub-category, as presented in Appendix 3 to this Schedule 7 Payments.  
For instance, if for the Payable Item sub-category identified as “Autoroute 30 – Section 2A West”, the Invited Respondent needs ten piers and a Payable Item Completion Attestation is obtained for one pier, the percentage relating to that Payable Item will be as follows: 1/10 x 13.7%.
- The first Construction Payment will be made on July 31, 2009.
- The Invited Respondent must include \$6,500,000 in nominal dollars as the Amount for Specific Utility Infrastructures in Payment Period “E”.

## Volume 1: Instructions for Invited Respondents

	<i>Capital payment</i>	
<b>Monthly amount<sup>6</sup></b> (in real Canadian dollars)		
	<i>Operating, maintenance and rehabilitation (OMR) payment</i>	
	Amount for each of the first 108 payments in the OMR Period	Amount for each of the last 252 payments in the OMR Period
<b>Monthly amount<sup>7</sup></b> (in real Canadian dollars)		

<sup>6</sup> The capital payments will be adjusted to reflect inflation based on the Consumer Price Index (CPI) in accordance with the provisions of **Schedule 7 Payments** of **Volume 2**.

<sup>7</sup> The OMR payments will be adjusted to reflect inflation based on the Consumer Price Index (CPI) in accordance with the provisions of **Schedule 7 Payments** of **Volume 2**.

**Schedule 1-12**

**Price Form —  
Supplemental A-30 Sections**

Volume 1: Instructions for Invited Respondents

---

## Supplemental A-30 Sections

## Supplemental OMR Activities

	Operating, maintenance and rehabilitation (OMR) payment
Monthly amount <sup>8</sup> (in real Canadian dollars)	

---

<sup>8</sup> The OMR payments will be adjusted to reflect inflation based on the Consumer Price Index (CPI) in accordance with the provisions of **Schedule 7 Payments** of **Volume 2**.

The Private Partner must estimate the condition in which the Supplemental A-30 Sections will be on the Supplemental A-30 Sections Transfer Date when determining its proposed OMR payment.

**Schedule 1-13**

**Undertaking Form —  
Technical Component**

**Volume 1: Instructions for Invited Respondents**

---

**Request for Proposals for the design, construction, financing,  
operation, maintenance and rehabilitation of the  
A-30 PPP Completion in the Montréal region  
June 20, 2007**

**TECHNICAL COMPONENT UNDERTAKING FORM**

This Technical Component undertaking form ("**Technical Component Undertaking Form**") must be completed and signed by the Invited Respondent and each of its Members and Participants in accordance with the provisions relating to each of them. It shall form an integral part of the Proposal.

WHEREAS a Technical Component Undertaking Form should be submitted by the Invited Respondent and each of its Members and Participants in connection with this Request for Proposals;

WHEREAS the Invited Respondent is submitting a Technical Component;

WHEREAS the Invited Respondent's Key Individuals must sign a Technical Component undertaking form for Key Individuals ("**Technical Component Undertaking Form for Key Individuals**");

NOW THEREFORE, the Invited Respondent and each of its Members and Participants enter into an undertaking in accordance with the following:

**1. Definitions**

Unless otherwise required by the context, capitalized terms and expressions used herein and in the Technical Component shall have the meaning attributed to them in the Request for Proposals.

**2. General statements**

We, the undersigned, acknowledge, confirm and agree that:

- Each of us has read, examined and understood **Volume 1** – Instructions for Invited Respondents, dated February 27, 2008 (including the schedules thereto), the draft Partnership Agreement dated February 25, 2008 (as well as the schedules thereto, including **Schedule 5 Technical Requirements**, also referred to in **Volume 1** as being **Volume 3**), as amended by the addenda (collectively the "Request for Proposals"). Each of us declares that it understands all of the terms and conditions contained therein and all of the other information made available in connection with the Request for Proposals. We also declare having taken cognizance of and received all

**Volume 1: Instructions for Invited Respondents**

---

necessary information in respect of the nature of the services to be provided and the applicable requirements for the A-30 PPP Completion.

- By remitting this duly completed and signed Technical Component Undertaking Form attached to the Technical Component to form an integral part thereof, we agree to be bound by all of the terms and conditions of the Consultation and Selection Process, including the Request for Proposals, and to comply therewith.
- Each of us fully and completely understands the nature and siting of the A-30 PPP Completion and the general, local and other conditions under which the Partnership Agreement will be performed.

**3. Revised Partnership Agreement**

The Invited Respondent declares that if it is selected as the Selected Proponent, it is ready to sign the revised Partnership Agreement (version three) without any negotiation or material amendment, subject to the authorization of the Government and changes to include features that are specific to the Selected Proponent's Proposal. The Members agree to guarantee this undertaking by the Invited Respondent.

**4. Firm and irrevocable Technical Component**

Each of the Invited Respondents, its Members and Participants, agrees that the Technical Component to which this Technical Component Undertaking Form is attached constitutes a firm offer to the Minister that is irrevocable and binding upon each of them, and that cannot be withdrawn or amended until after March 26, 2009.

**5. Proposal compliant with submission requirements**

Each of the Invited Respondent and its Members declares and warrants that the Technical Component satisfies and complies with the eligibility and compliance requirements indicated in the Request for Proposals, specifically including:

- the Technical Component eligibility criteria;
- the Technical Component commercial compliance evaluation criteria;
- the Technical Component compliance evaluation criteria.

**Volume 1: Instructions for Invited Respondents**

---

**6. Request for Proposals and Submission Agreement**

Each of the Invited Respondent, its Members and Participants acknowledges and confirms that it will comply with the terms and conditions of the Request for Proposals, including the terms and conditions of the Submission Agreement and this Technical Component Undertaking Form, including all disclaimer clauses and all limitation of liability clauses in favour of the Minister or any other Person mentioned therein. In particular, we acknowledge that we are bound by the terms and conditions of **Section 8.12 of Volume 1** of the Request for Proposals.

**7. Information contained in the Request for Qualifications**

Each of the Invited Respondent, its Members and Participants declares and warrants that all of the declarations it has made in the Submission constitute permanent declarations that are still correct as at the date hereof, with the exception (i) of those that have been expressly amended in the Technical Component, in which case we have clearly indicated in the Technical Component that corrections were made thereto, or that they no longer corresponded to the declarations made in our Submission; and (ii) of those that have otherwise been expressly communicated in writing to the Minister, and to which the latter has consented, in writing, before the Technical Component Submission Date.

**8. Material change**

Each of the Invited Respondent, Members and Participants hereby declares and warrants that:

- with the exception of what is indicated in detail in a written document attached to this Technical Component Undertaking Form, its financial situation and its respective business operations have undergone no adverse material change since the date of the most recent financial statements or equivalent financial information contained in the Submission;
- with the exception of what is indicated in detail in a schedule attached to this Technical Component Undertaking Form, to its knowledge there is no action, suit, remedy or proceeding:
  - (i) pending against the Invited Respondent or any of its Members, Participants or Key Individuals,
  - (ii) nor, after satisfactory investigation, imminent against it,

before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of a decision, have a material adverse effect on the solvency,

**Volume 1: Instructions for Invited Respondents**

---

liquidity, or financial situation of the Invited Respondent or any of its Members or Participants;

- with the exception of what is indicated in detail in our Submission or in a schedule attached to this Technical Component Undertaking Form, to our knowledge, neither the Invited Respondent nor any of its Members or Participants is aware of any reason for which an action, suit, remedy or proceeding could be brought that could, in the event of a decision, have a material adverse effect on the solvency, liquidity, or financial situation of the Invited Respondent or any of its Members or Participants, as the case may be.

**9. No collusion**

In preparing and submitting the Technical Component, each of us declares and warrants that none of us have discussed or communicated, either directly or indirectly, with any other Invited Respondent, or with any Collaborator of such Invited Respondent, regarding the preparation or content of the Technical Component of the Proposal of such Invited Respondent or ours. Our Technical Component has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of an Invited Respondent or any of its Members or Participants, with the exception of a holding of less than 1% of the voting shares of any company whose shares are traded on a recognized Canadian, American, European, or Asian stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Invited Respondent or any of its Collaborators.

Each of us hereby declares and warrants that we do not have any knowledge, either direct or indirect, of any Proposal of any other Invited Respondent, and that we do not have any interest in any such Proposal, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Technical Component or in respect of the Financial Component.

**10. Conflict of interest and exclusivity**

With the exception of what is indicated in detail in a schedule attached to this Technical Component Undertaking Form, or brought to the Minister's attention in writing prior to the filing of the Technical Component, each of us hereby declares and warrants that, to our knowledge, no real or apparent conflict of interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of the Technical Component or Financial Component of our Proposal in response to the Request for Proposals, or in connection with the eventual delivery of the services required of the Private Partner.

**Volume 1: Instructions for Invited Respondents**

---

**11. Information from the Minister**

Each of us hereby declares and warrants that we have no access to any confidential information belonging to the Minister, and that we are not in a position to take advantage of any right of access to such information, other than confidential information that the Minister may communicate to all Invited Respondents.

**12. Hiring of certain consultants or experts**

Each of us hereby declares and warrants that we have not, in contravention of the provisions of **Volume 1**, engaged or hired one or several persons mentioned in **Section 1.4** of **Volume 1** of the Request for Proposals, and that we have not retained the services of one or several persons mentioned in **Section 1.4** of **Volume 1** of the Request for Proposals.

**13. Protection of confidential and personal information**

Each of the Invited Respondent, its Members and Participants acknowledges and agrees that any information contained in our Proposal may be verified by the Government, the Minister, the Ministère, the PPPQ and their respective staffs, mandataries, advisors and representatives, and that they may conduct such background investigations on the Invited Respondent or any of its Collaborators, including, in particular, credit and solvency inquiries, criminal records investigations, litigation searches, bankruptcy and insolvency records and taxpayer information investigations including its standing under all taxation laws that may apply to it.

Each of us authorizes the Government, the Minister, the Ministère and the members of their staff to collect and use confidential or personal information on the Invited Respondent or any of its Collaborators for the purposes of evaluating our Technical Component attached to this Technical Component Undertaking Form, to provide such information to the Persons charged with evaluating our Technical Component, and to disclose such information in accordance with the provisions of **Section 8.17** of **Volume 1** of the Request for Proposals or as may be required or permitted under *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1.

Each of us authorizes the Government, the Minister, the Ministère and the members of their staff, to communicate confidential or personal information concerning the Invited Respondent or any of its Collaborators to their respective mandataries, advisors, consultants, experts and representatives, insofar as such information is found necessary for the performance of their mandate and as may be required or permitted under *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1.

**Volume 1: Instructions for Invited Respondents**

---

Each of us acknowledges and agrees that pursuant to the Canada-Québec Agreement Concerning Autoroute 30, the Minister or the Ministère may communicate the required information contained in our Proposal to the federal Minister of State (Infrastructure), the Minister of Transport (Canada) and the Minister of the Environment (Canada), to enable such federal bodies to see to the application of the laws and programs that are controlled and administered by them and that are concerned by the A-30 PPP Completion, and to the application and implementation of the Canada-Québec Agreement Concerning Autoroute 30.

Each of us further authorizes the federal Minister of State (Infrastructure), the Minister of Transport (Canada) and the Minister of the Environment (Canada) and their staff to use the information disclosed to them for purposes of the Canada-Québec Agreement Concerning Autoroute 30 and to disclose such information to their respective mandataries, advisors and representatives, insofar as such information is found necessary for the performance of their mandate and as may be required or permitted under the *Access to Information Act*, R.S.C. 1985, c. A-1 and the *Privacy Act*, R.S.C. 1985, c. P-21.

Each of us acknowledges and agrees that a Process Auditor will ensure that the Consultation and Selection Process is fair and transparent, and that as a result, the information in our Proposal may be conveyed to such Process Auditor or to his employees, representatives and advisors in conjunction with such mandate.

Each of us agrees that confidential or personal information included in our Proposal may be communicated to the various provincial or federal bodies mentioned above for the purposes for which such bodies request same and which are described above.

Each of us agrees to the disclosure of the names of the Invited Respondent and its Members, Participants and Key Individuals, as the case may be, at the end of the Consultation and Selection Process if our Proposal is selected.

**14. Lobbying and post-mandate obligations**

Each of us agrees to comply with the provisions of the *Lobbying Transparency and Ethics Act*, R.S.Q., c. T-11.011 and, as the case may be, the *Code of Conduct for Lobbyists*, R.Q. c. T-11.011, r.0.2, the enabling regulations and notices from the Lobbying Commissioner and the Lobbyists Registrar issued under such statute. Each of us further acknowledges and will ensure that anyone who is subject to post-mandate, ethical or conflict of interest provisions under the laws of Canada or Québec that apply to members of the Parliament of Canada, the National Assembly of Québec or the members of their staff or the civil service of Canada or Québec derives no direct benefit from the Request for Proposals unless they comply with the applicable provisions.

**Volume 1: Instructions for Invited Respondents**

---

**15. Counterparts**

This Technical Component Undertaking Form may be signed in several counterparts, each of which shall be deemed to be an original, which counterparts shall together constitute a single instrument.

**16. Information provided**

Each of the Invited Respondent, its Members and Participants acknowledges that the Minister may, at his sole discretion, take such measures as he deems advisable if the information provided by either the Invited Respondent or any of its Members or Participants is inaccurate, false or misleading or if the Minister is not satisfied therewith, at his sole discretion.

**17. Decisions by the Government, the Minister or other authorized Persons**

Each of us agrees to be bound by and subject to a decision by, as the case may be, the Government, the Minister, the conflict of interest arbitrator, the Selection Committee or another Person rendering a decision for purposes of the Consultation and Selection Process, at their complete respective discretion, as regards, in particular, a determination of whether:

- the Technical Component or the Financial Component of any of the Invited Respondents is eligible;
- the Technical Component or the Financial Component of the Proposal submitted by any of the Invited Respondents is compliant;
- an Invited Respondent satisfies or fails to satisfy any of the terms and conditions of the Consultation and Selection Process;
- any of the conflict of interest requirements is not satisfied;
- any of the exclusivity requirements is not satisfied;
- any of the lobbying or post-mandate obligations is not satisfied;
- there has been any collusion;
- one or more items of information to be provided in the Proposal has been provided or not, and, in the case of information that has been provided, whether it is satisfactory, erroneous, false or misleading;
- any particular item of information may be conveyed to a third party;

**Volume 1: Instructions for Invited Respondents**

---

- the information provided by another Invited Respondent, or one of its Members or Key Individuals, is satisfactory or acceptable;
- either the Invited Respondent or one of its Members or Participants or Key Individuals is in breach of any undertaking or declaration made in, as the case may be, the Technical Component Undertaking Form or the Technical Component Undertaking Form for Key Individuals;
- the selection of the Selected Proponent;
- the final terms of the Partnership Agreement as agreed upon for execution by the Parties;

and any measure taken including the disqualification of the Invited Respondent, the rejection of its Proposal, or its exclusion from the Consultation and Selection Process.

**18. Applicable law**

This Technical Component Undertaking Form and the rights and obligations set forth therein shall be governed by the laws in force in Québec and interpreted and enforced in accordance therewith, regardless of Québec's conflict of law rules. By signing this Technical Component Undertaking Form, each of us hereby irrevocably agrees to submit to the jurisdiction of the courts of Québec, Judicial District of Montréal.

**19. Key Individuals**

Each of the Invited Respondent and its Members guarantees the declarations and undertakings made by any of the Key Individuals in the Technical Component Undertaking Form for Key Individuals and in the Discharge Form signed by any such Key Individuals. As to the Participants, they make the same guarantee, but only as regards the Key Individual(s) in their employ or over whom they exercise a direct or indirect supervisory or commanding role.

**20. Severability of provisions**

If any provision of this Technical Component Undertaking Form is held to be illegal or invalid, then such invalidity or illegality shall not affect the other provisions hereof, and this Technical Component Undertaking Form shall be construed and enforced as if such illegal or invalid provision had never appeared herein.

**Volume 1: Instructions for Invited Respondents**

---

**21. Amendments**

This Technical Component Undertaking Form may only be amended by an instrument in writing signed by the Invited Respondent, its Members and Participants with the consent of the Minister, at his sole discretion.

**22. Waiver**

No failure to exercise, and no delay in exercising a right or recourse under the terms of this Technical Component Undertaking Form by a party hereto shall be deemed to constitute a waiver of such right or recourse. No waiver of a breach of a provision of this Technical Component Undertaking Form shall be deemed to constitute a waiver of any subsequent breach of that provision or of a similar provision.

**23. Authority to sign the Technical Component Undertaking Form**

Each of the Invited Respondent, its Members and Participants hereby represents and warrants that:

- they have the power, authority and requisite capacity to execute and deliver this Technical Component Undertaking Form;
- they have duly and validly executed this Technical Component Undertaking Form or that their duly authorized representatives have duly and validly executed it on their behalf;
- this Technical Component Undertaking Form constitutes a legal, valid and enforceable agreement that may be set up against them in accordance with its terms and conditions.

Each of the Invited Respondent, Members and Participants acknowledges that the Minister requires that each of the undersigned provide evidence, in the form of a resolution or other instrument in a form deemed acceptable by the Minister, at his sole discretion, that the Person signing this Technical Component Undertaking Form on behalf of the undersigned has the authority required to do so and to bind the undersigned. Each of the Invited Respondent, Members and Participants also acknowledges that if a Key Individual delivers a Technical Component Undertaking Form for Key Individuals to the Minister that is signed through a representative, evidence of such representative's authority, deemed acceptable by the Minister, at his sole discretion, shall be provided.

**Volume 1: Instructions for Invited Respondents**

---

**24. Language of Technical Component Undertaking Form**

This Technical Component Undertaking Form has been drafted in French only in accordance with the laws of Québec, notwithstanding that an English version may have been provided to the Invited Respondent or a Member or Participant. The Invited Respondent and each Member and Participant expressly declares that:

- it has read every provision of the Technical Component Undertaking Form drafted in French, that it understands its scope and all of its legal consequences, and agrees to be fully bound by all of its provisions;
- any English version of the Technical Component Undertaking Form that it may have received from the Minister shall have no legal effect of any nature whatsoever, not even in respect of the interpretation or enforcement of this Technical Component Undertaking Form drafted in French.

**25. Tax interpretation**

Notwithstanding anything to the contrary contained in this Technical Component Undertaking Form, the Invited Respondent is authorized to submit a request for an advance ruling or tax interpretation to Revenue Canada or Revenue Québec concerning the proposed Partnership Agreement (including any of its schedules) and to hold relevant discussions with either of those tax authorities in connection with any such request for an advance ruling or tax interpretation. Among other things, any Participant, Member or Key Individual may participate in the submission of any such request or the aforesaid discussions. However, nothing in this section shall relieve any person from its obligation to comply with all laws, regulations and applicable standards.

**26. Enurement**

This Technical Component Undertaking Form shall be binding upon each of the Invited Respondent, Members and Participants and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** we have signed this Technical Component Undertaking Form on the date and at the place indicated hereinbelow.

Executed in \_\_\_\_\_ on \_\_\_\_\_, 2008.

**Volume 1: Instructions for Invited Respondents**

---

**Invited Respondent:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Civic address or post office box)

\_\_\_\_\_  
(City, Province and Postal Code)

**Authorized signatory:**

\_\_\_\_\_

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Volume 1: Instructions for Invited Respondents**

---

**IF THE INVITED RESPONDENT IS A CONSORTIUM OR OTHER ENTITY:**

Executed and delivered by

\_\_\_\_\_

**[\*NAME OF CONSORTIUM OR OTHER ENTITY]** by its duly authorized mandatary, and  
by **[provide particulars on the signature]**:

Executed in \_\_\_\_\_ on \_\_\_\_\_, 2008.

\_\_\_\_\_  
**\*Invited Respondent:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Civic address or post office box)

\_\_\_\_\_  
(City, Province and Postal Code)

**Authorized signatory:**

\_\_\_\_\_

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Volume 1: Instructions for Invited Respondents**

---

Each of the undersigned Members or Participants hereby:

- acknowledges that the Invited Respondent has signed this Technical Component Undertaking Form and has attached it to the Technical Component to form an integral part thereof;
- acknowledges and confirms that it has read, reviewed and understood every provision of the Technical Component of the Invited Respondent, including this Technical Component Undertaking Form, that it accepts them and that the Technical Component, together with this Technical Component Undertaking Form signed by each of them, are submitted and filed with their respective consent and are binding upon each one of them;
- confirms and agrees that the provisions of **Sections 2, 6, 7, 8, 9, 10 and 23** apply to it, *mutatis mutandis*.

**EXECUTED** in \_\_\_\_ on \_\_\_\_\_, 2008.

**Member:**

\_\_\_\_\_  
(Name)

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Authorized signatory:**

\_\_\_\_\_  
(Name)

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Volume 1: Instructions for Invited Respondents**

---

**Participant:**

\_\_\_\_\_  
(Name)

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Authorized signatory:**

\_\_\_\_\_  
(Name)

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Schedule 1-14**

**Undertaking Form —  
Technical Component  
(Key Individuals)**

**Volume 1: Instructions for Invited Respondents**

---

**Request for Proposals  
for the design, construction, financing, operation,  
maintenance and rehabilitation of  
the A-30 PPP Completion in the Montréal region  
June 20, 2007**

**TECHNICAL COMPONENT UNDERTAKING FORM  
FOR KEY INDIVIDUALS**

This Technical Component undertaking form for Key Individuals ("**Technical Component Undertaking Form for Key Individuals**") must be completed and signed by each Key Individual<sup>9</sup>. It shall form an integral part of the Proposal.

WHEREAS the undersigned Key Individual ("**Key Individual**") has signed a discharge form ("**Discharge Form**");

WHEREAS the Invited Respondent of which the Key Individual is a party is submitting a Technical Component;

WHEREAS as part of the Technical Component, a Technical Component undertaking form is being submitted by the Invited Respondent and its Members and Participants ("**Technical Component Undertaking Form**");

WHEREAS a Technical Component Undertaking Form for Key Individuals should also be submitted by each Key Individual in connection with this Request for Proposals;

NOW THEREFORE, the Key Individual enters into an undertaking in accordance with the following:

**1. Definitions**

Unless otherwise required by the context, capitalized terms and expressions used herein and in the Technical Component shall have the meaning attributed to them in the Request for Proposals.

**2. General statements**

The Key Individual acknowledges and agrees that:

---

<sup>9</sup> Key Individuals may submit the Financial Component Undertaking Form for Key Individuals in English by following the form and content of the English version of the Financial Component Undertaking Form for Key Individuals contained in the English version of **Volume 1** of the Request for Proposals.

**Volume 1: Instructions for Invited Respondents**

---

- he has read, examined and understood **Volume 1** – Instructions for Invited Respondents, dated February 27, 2008 (including the schedules thereto), the draft Partnership Agreement dated February 25, 2008 (as well as the schedules thereto, including **Schedule 5 Technical Requirements**, also referred to in **Volume 1** as being **Volume 3**), as amended by the addenda (collectively the “Request for Proposals”). He declares that he understands all of the terms and conditions contained therein and all of the other information made available in connection with the Request for Proposals. He also declares having taken cognizance of and received all necessary information in respect of the nature of the services to be provided and the applicable requirements for the A-30 PPP Completion.
- by remitting this duly signed Technical Component Undertaking Form for Key Individuals attached to the Technical Component to form an integral part thereof, he agrees to be bound by all of the terms and conditions of the Consultation and Selection Process, including the Request for Proposals, and to comply therewith.

**3. Request for Proposals and Discharge Form**

The Key Individual acknowledges and confirms that he will comply with the terms and conditions of the Request for Proposals, including this Technical Component Undertaking Form for Key Individuals and the Discharge Form, including all disclaimer clauses and all limitation of liability clauses in favour of the Minister or any other Person mentioned therein. In particular, he acknowledges that he is bound by the terms and conditions of **Section 8.12** of **Volume 1** of the Request for Proposals.

**4. Information contained in the Request for Qualifications**

The Key Individual declares and warrants that all of the declarations made in the Submission constitute permanent declarations that, to the best of his knowledge, are still correct as at the date hereof, with the exception (i) of those that have been expressly amended by the Invited Respondent in the Technical Component, which no longer corresponded to the declarations made in the Submission; and (ii) of those that have otherwise been expressly communicated by the Invited Respondent in writing to the Minister, and to which the latter has consented, in writing, before the Technical Component Submission Date.

**Volume 1: Instructions for Invited Respondents**

---

**5. Material change**

The Key Individual hereby declares and warrants that:

- with the exception of what is indicated in detail in a schedule attached to the Invited Respondent's Technical Component Undertaking Form, to the best of his knowledge, there is no action, suit, remedy or proceeding
  - i) pending against the Invited Respondent or any of its Members, Participants or Key Individuals, including himself,
  - ii) nor, after satisfactory investigation, imminent against him,before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of a decision, have a material adverse effect on the solvency, liquidity, or financial situation of the Invited Respondent or those of any of its Members or Participants or his own, as the case may be;
- with the exception of what is indicated in detail in a schedule attached to the Technical Component Undertaking Form that, to his knowledge, he is not aware of any reason for which an action, suit, remedy or proceeding could be brought that could, in the event of a decision, have a material adverse effect on the solvency, liquidity, or financial situation of the Invited Respondent or those of a relevant Member or Participant or his own, as the case may be.

**6. No collusion**

In connection with the preparation and submission of the Technical Component, the Key Individual declares and warrants that he has not discussed or communicated, either directly or indirectly, with any other Invited Respondent or with any Collaborator of such an Invited Respondent regarding the preparation or content of the Technical Component of such Invited Respondent's Proposal or that of the Invited Respondent of which he is a party.

The Key Individual hereby declares and warrants that he does not have any knowledge, either direct or indirect, of any Proposal of any other Invited Respondent, that he does not have any interest in any such Proposal, and that he has not concluded any agreement or understanding or any formal or informal arrangement that could result in his having such knowledge or interest prior to the submission of the Technical Component or in respect of the Financial Component.

**Volume 1: Instructions for Invited Respondents**

---

**7. Conflict of interest and exclusivity**

With the exception of what is indicated in detail in a schedule attached to this Technical Component Undertaking Form for Key Individuals, or brought to the Minister's attention in writing prior to the filing of the Technical Component, the Key Individual hereby declares and warrants that, to his knowledge, no real or apparent conflict of interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of the Technical Component or Financial Component of the Proposal of the Invited Respondent of which he is a party in response to the Request for Proposals, or in connection with the future delivery of the services required of the Private Partner.

**8. Information from the Minister**

The Key Individual hereby declares and warrants that he has no access to any confidential information belonging to the Minister, and that he is not in a position to take advantage of any right of access to such information, other than confidential information that the Minister may communicate to all Invited Respondents.

**9. Hiring of certain consultants or experts**

The Key Individual hereby declares and warrants that he has not, in contravention of the provisions of **Volume 1**, engaged or participated in the hiring one or several persons mentioned in **Section 1.4** of **Volume 1** of the Request for Proposals, and that he has not retained the services of one or several persons mentioned in **Section 1.4** of **Volume 1** of the Request for Proposals.

**10. Protection of confidential and personal information**

The Key Individual acknowledges and agrees that any information contained in the Proposal of the Invited Respondent of which he is a party may be verified by the Government, the Minister, the Ministère, the PPPQ and their staff, as well as their respective mandataries, advisors and representatives, and that they may conduct such background investigations on the Invited Respondent or any of its Collaborators (including the Key Individual), including, in particular, credit and solvency inquiries, criminal records investigations, litigation searches, bankruptcy and insolvency records and taxpayer information investigations including their standing under all taxation laws that may apply to them.

The Key Individual authorizes the Government, the Minister, the Ministère and the members of their staff to collect and use confidential or personal information on himself, the Invited Respondent or any of its Collaborators for the purposes of evaluating the Technical Component, to provide such information to the Persons charged with evaluating the Technical Component, and to disclose such information in accordance with the provisions of **Section 8.17** of **Volume 1** of the

**Volume 1: Instructions for Invited Respondents**

---

Request for Proposals or as may be required or permitted under *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1.

The Key Individual authorizes the Government, the Minister, the Ministère and the members of their staff to communicate confidential or personal information concerning himself, the Invited Respondent or any of its Collaborators to their respective mandataries, advisors, consultants, experts and representatives, insofar as such information is found necessary for the performance of their mandate and as may be required or permitted under *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1.

The Key Individual acknowledges and agrees that pursuant to the Canada-Québec Agreement Concerning Autoroute 30, the Minister or the Ministère may communicate the required information contained in the Proposal to the federal Minister of State (Infrastructure), the Minister of Transport (Canada) and the Minister of the Environment (Canada), to enable such federal bodies to see to the application of the laws and programs that are controlled and administered by them and that are concerned by the A-30 PPP Completion, and to the application and implementation of the Canada-Québec Agreement Concerning Autoroute 30.

The Key Individual further authorizes the federal Minister of State (Infrastructure), the Minister of Transport (Canada) and the Minister of the Environment (Canada) and their staff to use the information disclosed to them for purposes of the Canada-Québec Agreement Concerning Autoroute 30 and to disclose such information to their respective mandataries, advisors and representatives, insofar as such information is found necessary for the performance of their mandate and as may be required or permitted under the *Access to Information Act*, R.S.C. 1985, c. A-1 and the *Privacy Act*, R.S.C. 1985, c. P-21.

The Key Individual acknowledges and agrees that a Process Auditor will ensure that the Consultation and Selection Process is fair and transparent, and that as a result, the information in the Proposal may be conveyed to such Process Auditor or to his employees, representatives and advisors in conjunction with such mandate.

The Key Individual agrees that confidential or personal information included in the Proposal may be communicated to the various provincial or federal bodies mentioned above for the purposes for which such bodies request same and which are described above.

The Key Individual agrees to the disclosure of his name, where applicable, at the end of the Consultation and Selection Process if the Proposal of the Invited Respondent of which he is a party is selected.

**Volume 1: Instructions for Invited Respondents**

---

**11. Lobbying and post-mandate obligations**

The Key Individual agrees to comply with the provisions of the *Lobbying Transparency and Ethics Act*, R.S.Q., c. T-11.011, and, as the case may be, the *Code of Conduct for Lobbyists*, R.Q. c. T-11.011, r.0.2, the enabling regulations and notices from the Lobbying Commissioner and the Lobbyists Registrar issued under such statute. He further acknowledges and warrants that he will take appropriate steps, such as advising the Invited Respondent, to ensure that anyone who is subject to post-mandate, ethical or conflict of interest provisions under the laws of Canada or Québec that apply to members of the Parliament of Canada, the National Assembly of Québec or the members of their staff or the civil service of Canada or Québec derive no direct benefit from the Request for Proposals unless they comply with the applicable provisions.

**12. Counterparts**

This Technical Component Undertaking Form may be signed in several counterparts, each of which shall be deemed to be an original, which counterparts shall together constitute a single instrument.

**13. Information provided**

The Key Individual acknowledges that the Minister may, at his sole discretion, take such measures as he deems advisable if the information provided by the Key Individual is inaccurate, false or misleading or if the Minister is not satisfied therewith, at his sole discretion.

**14. Decisions by the Government, the Minister or other authorized Persons**

The Key Individual agrees to be bound by and subject to a decision by, as the case may be, the Government, the Minister, the conflict of interest arbitrator, the Selection Committee or another Person rendering a decision for purposes of the Consultation and Selection Process, at their complete respective discretion, as regards, in particular, a determination of whether:

- the Technical Component or the Financial Component of any of the Invited Respondents is eligible;
- the Technical Component or the Financial Component of the Proposal submitted by any of the Invited Respondents is compliant;
- an Invited Respondent satisfies or fails to satisfy any of the terms and conditions of the Consultation and Selection Process;

**Volume 1: Instructions for Invited Respondents**

---

- any of the conflict of interest requirements is not satisfied;
- any of the exclusivity requirements is not satisfied;
- any of the lobbying or post-mandate obligations is not satisfied;
- there has been any collusion;
- the information provided by another Invited Respondent or one of its Members or Key Individuals is satisfactory or acceptable;
- one or more items of information to be provided in the Proposal has been provided or not, and, in the case of information that has been provided, whether it is satisfactory, erroneous, false or misleading;
- any particular item of information may be conveyed to a third party;
- either the Invited Respondent or one of its Members or Participants or Key Individuals is in breach of any undertaking or declaration made in, as the case may be, the Technical Component Undertaking Form or the Technical Component Undertaking Form for Key Individuals;
- the selection of the Selected Proponent;
- the final terms of the Partnership Agreement as agreed upon for execution by the Parties;

and any measure taken including the disqualification of the Invited Respondent, the rejection of its Proposal, or its exclusion from the Consultation and Selection Process.

**15. Applicable law**

This Technical Component Undertaking Form for Key Individuals and the rights and obligations set forth therein shall be governed by the laws in force in Québec and interpreted and enforced in accordance therewith, regardless of Québec's conflict of law rules. By signing this Technical Component Undertaking Form for Key Individuals, the Key Individual hereby irrevocably agrees to submit to the jurisdiction of the courts of Québec, Judicial District of Montréal.

**16. Severability of provisions**

If any provision of this Technical Component Undertaking Form for Key Individuals is held to be illegal or invalid, then such invalidity or illegality shall not affect the other provisions hereof, and this Technical Component Undertaking Form for Key

**Volume 1: Instructions for Invited Respondents**

---

Individuals shall be construed and enforced as if such illegal or invalid provision had never appeared herein.

**17. Amendments**

This Technical Component Undertaking Form for Key Individuals may only be amended by an instrument in writing signed by the Key Individual with the consent of the Minister, at his sole discretion.

**18. Waiver**

No failure to exercise, and no delay in exercising a right or recourse under the terms of this Technical Component Undertaking Form for Key Individuals by a party hereto shall be deemed to constitute a waiver of such right or recourse. No waiver of a breach of a provision of this Technical Component Undertaking Form for Key Individuals shall be deemed to constitute a waiver of any subsequent breach of that provision or of a similar provision.

**19. Authority to sign the Technical Component Undertaking Form**

The Key Individual hereby represents and warrants that:

- he has the power, authority and requisite capacity to execute and deliver this Technical Component Undertaking Form for Key Individuals;
- this Technical Component Undertaking Form for Key Individuals constitutes a legal, valid and enforceable agreement that may be set up against him in accordance with its terms and conditions.

The Key Individual acknowledges that the Minister requires that Key Individuals who sign this Technical Component Undertaking Form for Key Individuals through a representative must provide evidence, in a form deemed acceptable by the Minister, at his sole discretion, that the Person signing this Technical Component Undertaking Form for Key Individuals has the authority required to do so and to bind the Key Individual.

**20. Tax interpretation**

Notwithstanding anything to the contrary contained in this Technical Component Undertaking Form for Key Individuals, the undersigned Key Individual is authorized, at the request of the Invited Respondent, to participate in the submission by the Invited Respondent of a request for an advance ruling or tax interpretation to Revenue Canada or Revenue Québec concerning the proposed Partnership Agreement (including any of its schedules) and in the relevant discussions with either of those tax authorities.

Volume 1: Instructions for Invited Respondents

---

**21. Enurement**

This Technical Component Undertaking Form for Key Individuals shall be binding upon the Key Individual and his successors and permitted assigns.

**22. Language**

The party hereto has expressly requested that this Undertaking Form – Technical Component (Key Individuals) be drafted in the English language only. *La partie aux présentes a expressément convenu que ce Formulaire d'engagement du Volet technique pour les personnes clés soit rédigé en langue anglaise seulement.*

**IN WITNESS WHEREOF** the Key Individual has signed this Technical Component Undertaking Form for Key Individuals in person or through his authorized representative, as he so declares, on the date and at the place indicated hereinbelow.

Executed in \_\_\_\_\_ on \_\_\_\_\_, 2008.

**Key Individual:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Civic address or post office box)

\_\_\_\_\_  
(City, Province and Postal Code)

**Schedule 1-15**

**Undertaking Form —  
Financial Component**

---

Volume 1: Instructions for Invited Respondents

---

**Request for Proposals  
for the design, construction, financing,  
operation, maintenance and rehabilitation of the  
A-30 PPP Completion in the Montréal region  
June 20, 2007**

**FINANCIAL COMPONENT UNDERTAKING FORM**

This Financial Component undertaking form ("**Financial Component Undertaking Form**") must be completed and signed by the Invited Respondent and each of its Members and Participants in accordance with the provisions relating to each of them. It shall form an integral part of the Proposal.

WHEREAS the Invited Respondent has submitted a Technical Component to which a Technical Component Undertaking Form, duly completed and signed by the Invited Respondent and each of its Members and Participants, was attached;

WHEREAS the Invited Respondent's Key Individuals have signed a discharge form ("**Discharge Form**");

WHEREAS the Invited Respondent is submitting a Financial Component;

WHEREAS the Invited Respondent's Key Individuals have signed a Technical Component undertaking form for Key Individuals;

WHEREAS a Financial Component Undertaking Form should also be submitted by the Invited Respondent and each of its Members and Participants Individuals in connection with this Request for Proposals;

NOW THEREFORE, the Invited Respondent and each of its Members and Participants enter into an undertaking in accordance with the following:

**1. Definitions**

Unless otherwise required by the context, capitalized terms and expressions used herein and in the Technical Component shall have the meaning attributed to them in the Request for Proposals.

**Volume 1: Instructions for Invited Respondents**

---

**2. General statements**

We, the undersigned, acknowledge, confirm and agree that:

- each of us has read, examined and understood **Volume 1** – Instructions for Invited Respondents, dated February 27, 2008 (including the schedules thereto), the draft Partnership Agreement dated February 25, 2008 (as well as the schedules thereto, including **Schedule 5 Technical Requirements**, also referred to in **Volume 1** as being **Volume 3**), as amended by the addenda (collectively the “Request for Proposals”). Each of us declares that it understands all of the terms and conditions contained therein and all of the other information made available in connection with the Request for Proposals. We also declare having taken cognizance of and received all necessary information in respect of the nature of the services to be provided and the applicable requirements for the A-30 PPP Completion.
- by remitting this duly signed Financial Component Undertaking Form attached to the Financial Component to form an integral part thereof, we agree to be bound by all of the terms and conditions of the Consultation and Selection Process, including the Request for Proposals, and to comply therewith;
- each of us fully and completely understand the nature and siting of the A-30 PPP Completion and the general, local and other conditions under which the Partnership Agreement will be performed.

**3. Price**

The Invited Respondent and its Members confirm that the prices that appear in the Financial Component, in particular in **Schedules 1-11** and **1-12**, are stated in Canadian currency and constitute aggregate prices that include all taxes other than GST and QST.

**4. Guarantees required by the Funders**

The Invited Respondent and each of its Members and Participants declares that it is in a position to provide the guarantees required of each of them by the Funders, as shown in the term sheet for each Financing Instrument in the Financial Component. The Members agree to guarantee this undertaking by the Invited Respondent.

**5. Revised Partnership Agreement**

The Invited Respondent declares that if it is selected as the Selected Proponent, it is ready to sign the revised Partnership Agreement (version three) without any

**Volume 1: Instructions for Invited Respondents**

---

negotiation or material amendment, subject to the approval of the Government and changes to include features that are specific to the Selected Proponent's Proposal. The Members agree to guarantee this undertaking by the Invited Respondent.

**6. Proposal firm and irrevocable**

Each of the Invited Respondent, its Members and Participants, agrees that the Financial Component to which this Financial Component Undertaking Form is attached is added to the Technical Component to form the Invited Respondent's Proposal. As stipulated in the Technical Component Undertaking Form, the Technical Component constitutes a firm offer to the Minister that is irrevocable and binding upon the Invited Respondent and each of its Members and Participants, and that cannot be withdrawn or amended until after March 26, 2009. Moreover, the Financial Component to which this Financial Component Undertaking Form is attached also constitutes a firm offer to the Minister that is irrevocable and binding upon the Invited Respondent and each of its Members and Participants, and that cannot be withdrawn or amended until after November 7, 2008.

**7. Proposal compliant with submission requirements**

Each of the Invited Respondent, its Members and Participants, declares and warrants that the Financial Component satisfies and complies with the eligibility and compliance requirements indicated in the Request for Proposals.

As for a Participant, its undertaking under this section is restricted to the aspects of the Financial Component for which it bears a measure of responsibility or supervision.

**8. Request for Proposals and Submission Agreement**

Each of the Invited Respondent, its Members and Participants acknowledges and confirms that it will comply with the terms and conditions of the Request for Proposals, including the terms and conditions of the Submission Agreement and this Technical Component Undertaking Form, including all disclaimer clauses and all limitation of liability clauses in favour of the Minister or any other Person mentioned therein. In particular, we acknowledge that we are bound by the terms and conditions of **Section 8.12** of **Volume 1** of the Request for Proposals.

**9. Information contained in the Technical Component**

Each of the Invited Respondent, its Members and Participants declares and warrants that all of the declarations made in the Technical Component (as it existed for purposes of evaluation) constitute permanent declarations that are still correct as at the date hereof, with the exception of those that have been otherwise

**Volume 1: Instructions for Invited Respondents**

---

expressly communicated to the Minister in writing, to which the Minister has consented in writing prior to the Financial Component Submission Date.

**10. Material change**

Each of the Invited Respondent, Members and Participants hereby declares and warrants that:

- its financial situation and its respective operations have undergone no adverse material change since the date of the most recent financial statements or equivalent financial information contained in the Submission or in the Technical Component;
- with the exception of what is indicated in detail in our Submission, in a schedule attached to the Technical Component Undertaking Form or in a schedule attached to this Financial Component Undertaking Form, to its knowledge, there is no action, suit, remedy or proceeding

(i) pending against the Invited Respondent or any of its Members, Participants or Key Individuals,

(ii) nor, after satisfactory investigation, imminent against it,

before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of a decision, have a material adverse effect on the solvency, liquidity, or financial situation of the Invited Respondent or any of its Members or Participants;

- with the exception of what was specifically declared in our Submission or in our Technical Component, that to its knowledge, neither the Invited Respondent nor any of its Members or Participants is aware of any reason for which an action, suit, remedy or proceeding could be brought that could, in the event of a decision, have a material adverse effect on the solvency, liquidity, or financial situation of the Invited Respondent or any of its Members or Participants, as the case may be.

**11. No collusion**

In preparing and submitting the Financial Component, each of us declares and warrants that none of us have discussed or communicated, either directly or indirectly, with any other Invited Respondent, or with any Collaborator of such an Invited Respondent regarding the presentation or content of the Technical Component or Financial Component of the Proposal of such Invited Respondent or ours. Our Financial Component has been submitted without any relation (including

**Volume 1: Instructions for Invited Respondents**

---

a relation solely in the form of a shareholding or other interest in the ownership of an Invited Respondent or any of its Members or Participants, with the exception of a holding of less than 1% of the voting shares of any company whose shares are traded on a recognized Canadian, American, European, or Asian stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Invited Respondent or any of its Collaborators.

Each of us hereby declares and warrants that we do not have any knowledge, either direct or indirect, of any Proposal of any other Invited Respondent, and that we do not have any interest in any such Proposal, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Financial Component.

**12. Conflict of interest and exclusivity**

With the exception of what is indicated in detail in a schedule attached to this Financial Component Undertaking Form, or brought to the Minister's attention in writing prior to the filing of the Financial Component, each of us hereby declares and warrants that, to our knowledge, no real or apparent conflict of interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of the Technical Component or the submission of the Financial Component of our Proposal in response to the Request for Proposals, or in connection with the eventual delivery of the services required of the Private Partner.

**13. Information from the Minister**

Each of us hereby declares and warrants that we have no access to any confidential information belonging to the Minister, and that we are not in a position to take advantage of any right of access to such information, other than confidential information that the Minister may communicate to all Invited Respondents.

**14. Hiring of certain consultants or experts**

Each of us hereby declares and warrants that we have not, in contravention of the provisions of **Volume 1**, engaged or hired one or several persons mentioned in **Section 1.4** of **Volume 1** of the Request for Proposals, and that we have not retained the services of one or several persons mentioned in **Section 1.4** of **Volume 1** of the Request for Proposals.

**Volume 1: Instructions for Invited Respondents**

---

**15. Protection of confidential and personal information**

Each of the Invited Respondent, its Members and Participants acknowledges and agrees that any information contained in our Proposal may be verified by the Government, the Minister, the Ministère, the PPPQ and their respective staffs, mandataries, advisors and representatives, and that they may conduct such background investigations on the Invited Respondent or any of its Collaborators, including, in particular, credit and solvency inquiries, criminal records investigations, litigation searches, bankruptcy and insolvency records and taxpayer information investigations including its standing under all taxation laws that may apply to it.

Each of us authorizes the Government, the Minister, the Ministère and the members of their staff to collect and use confidential or personal information on the Invited Respondent or any of its Collaborators for the purposes of evaluating our Financial Component attached to this Financial Component Undertaking Form, to provide such information to the Persons charged with evaluating our Financial Component, and to disclose such information in accordance with the provisions of **Section 8.17 of Volume 1** of the Request for Proposals or as may be required or permitted under *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1.

Each of us authorizes the Government, the Minister, the Ministère and the members of their staff, to communicate confidential or personal information concerning the Invited Respondent or any of its Collaborators to their respective mandataries, advisors, consultants, experts and representatives, insofar as such information is found necessary for the performance of their mandate and as may be required or permitted under *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1.

Each of us acknowledges and agrees that pursuant to the Canada-Québec Agreement Concerning Autoroute 30, the Minister or the Ministère may communicate the required information contained in our Proposal to the federal Minister of State (Infrastructure), the Minister of Transport (Canada) and the Minister of the Environment (Canada), to enable such federal bodies to see to the application of the laws and programs that are controlled and administered by them and that are concerned by the A-30 PPP Completion, and to the application and implementation of the Canada-Québec Agreement Concerning Autoroute 30.

Each of us further authorizes the federal Minister of State (Infrastructure), the Minister of Transport (Canada) and the Minister of the Environment (Canada) and their staff to use the information disclosed to them for purposes of the Canada-Québec Agreement Concerning Autoroute 30 and to disclose such information to their respective mandataries, advisors and representatives, insofar as such information is found necessary for the performance of their mandate and as may be required or permitted under the *Access to Information Act*, R.S.C. 1985, c. A-1 and the *Privacy Act*, R.S.C. 1985, c. P-21.

**Volume 1: Instructions for Invited Respondents**

---

Each of us acknowledges and agrees that a Process Auditor will ensure that the Consultation and Selection Process is fair and transparent, and that as a result, the information in our Proposal may be conveyed to such Process Auditor or to his employees, representatives and advisors in conjunction with such mandate.

Each of us agrees that confidential or personal information included in our Proposal may be communicated to the various provincial or federal bodies mentioned above for the purposes for which such bodies request same and which are described above.

Each of us agrees to the disclosure of the names of the Invited Respondent and its Members, Participants and Key Individuals, as the case may be, at the end of the Consultation and Selection Process if our Proposal is selected.

**16. Lobbying and post-mandate obligations**

Each of us agrees to comply with the provisions of the *Lobbying Transparency and Ethics Act*, R.S.Q., c. T-11.011 and, as the case may be, the *Code of Conduct for Lobbyists*, R.Q. c. T-11.011, r.0.2, the enabling regulations and notices from the Lobbying Commissioner and the Lobbyists Registrar issued under such statute. Each of us further acknowledges and will ensure that anyone who is subject to post-mandate, ethical or conflict of interest provisions under the laws of Canada or Québec that apply to members of the Parliament of Canada, the National Assembly of Québec or the members of their staff or the civil service of Canada or Québec derives no direct benefit from the Request for Proposals unless they comply with the applicable provisions.

**17. Counterparts**

This Financial Component Undertaking Form may be signed in several counterparts, each of which shall be deemed to be an original, which counterparts shall together constitute a single instrument.

**18. Information provided**

Each of the Invited Respondent, its Members and Participants acknowledges that the Minister may, at his sole discretion, take such measures as he deems advisable if the information provided by either the Invited Respondent or any of its Members or Participants is inaccurate, false or misleading or if the Minister is not satisfied therewith, at his sole discretion.

**Volume 1: Instructions for Invited Respondents**

---

**19. Decisions by the Government, the Minister or other authorized Persons**

Each of us agrees to be bound by and subject to a decision by, as the case may be, the Government, the Minister, the conflict of interest arbitrator, the Selection Committee or another Person rendering a decision for purposes of the Consultation and Selection Process, at their complete respective discretion, as regards, in particular, a determination of whether:

- the Technical Component or the Financial Component of any of the Invited Respondents is eligible;
- the Technical Component or the Financial Component of the Proposal submitted by any of the Invited Respondents is compliant;
- an Invited Respondent satisfies or fails to satisfy any of the terms and conditions of the Consultation and Selection Process;
- any of the conflict of interest requirements is not satisfied;
- any of the exclusivity requirements is not satisfied;
- any of the lobbying or post-mandate obligations is not satisfied;
- there has been any collusion;
- one or more items of information to be provided in the Proposal has been provided or not, and, in the case of information that has been provided, whether it is satisfactory, erroneous, false or misleading;
- any particular item of information may be conveyed to a third party;
- information provided by another Invited Respondent or any of its Members or Key Individuals is satisfactory or acceptable;
- either the Invited Respondent or one of its Members or Participants or Key Individuals is in breach of any undertaking or declaration made in, as the case may be, the Technical Component Undertaking Form, the Financial Component Undertaking Form, the Technical Component Undertaking Form for Key Individuals or the Financial Component Undertaking Form for Key Individuals;
- the selection of the Selected Proponent;
- the final terms of the Partnership Agreement as agreed upon for execution by the Parties;

**Volume 1: Instructions for Invited Respondents**

---

and any measure taken including the disqualification of the Invited Respondent, the rejection of its Proposal, or its exclusion from the Consultation and Selection Process.

**20. Applicable law**

This Financial Component Undertaking Form and the rights and obligations set forth therein shall be governed by the laws in force in Québec and interpreted and enforced in accordance therewith, regardless of Québec's conflict of law rules. By signing this Financial Component Undertaking Form, each of us hereby irrevocably agrees to submit to the jurisdiction of the courts of Québec, Judicial District of Montréal.

**21. Key Individuals**

Each of the Invited Respondent and its Members guarantees the declarations and undertakings made by any of the Key Individuals in the Technical Component Undertaking Form for Key Individuals, in the Financial Component Undertaking Form for Key Individuals and in the Discharge Form signed by any such Key Individuals. As to the Participants, they make the same guarantee, but only as regards the Key Individual(s) in their employ or over whom they exercise a direct or indirect supervisory or commanding role.

**22. Severability of provisions**

If any provision of this Financial Component Undertaking Form is held to be illegal or invalid, then such invalidity or illegality shall not affect the other provisions hereof, and this Financial Component Undertaking Form shall be construed and enforced as if such illegal or invalid provision had never appeared herein.

**23. Amendments**

This Financial Component Undertaking Form may only be amended by an instrument in writing signed by the Invited Respondent, its Members and Participants with the consent of the Minister, at his sole discretion.

**24. Waiver**

No failure to exercise, and no delay in exercising a right or recourse under the terms of this Financial Component Undertaking Form by a party hereto shall be deemed to constitute a waiver of such right or recourse. No waiver of a breach of a provision of this Financial Component Undertaking Form shall be deemed to constitute a waiver of any subsequent breach of that provision or of a similar provision.

**Volume 1: Instructions for Invited Respondents**

---

**25. Authority to sign the Financial Component Undertaking Form**

Each of the Invited Respondent and its Members and Participants hereby represents and warrants that:

- they have the power, authority and requisite capacity to execute and deliver this Financial Component Undertaking Form;
- they have duly and validly executed this Financial Component Undertaking Form or that their duly authorized representatives have duly and validly executed it on their behalf;
- this Financial Component Undertaking Form constitutes a legal, valid and enforceable agreement that may be set up against them in accordance with its terms and conditions.

Each of the Invited Respondent, Members and Participants acknowledges that the Minister requires that each of the undersigned provide evidence, in the form of a resolution or other instrument in a form deemed acceptable by the Minister, at his sole discretion, that the Person signing this Financial Component Undertaking Form on behalf of the undersigned has the authority required to do so and to bind the undersigned. Each of the Invited Respondent, Members and Participants also acknowledges that if a Key Individual delivers a Financial Component Undertaking Form for Key Individuals to the Minister that is signed through a representative, evidence of such representative's authority, deemed acceptable by the Minister, at his sole discretion, shall be provided.

**26. Language of Financial Component Undertaking Form**

This Financial Component Undertaking Form has been drafted in French only in accordance with the laws of Québec, notwithstanding that an English version may have been provided to the Invited Respondent or a Member or Participant. The Invited Respondent and each Member and Participant expressly declares that:

- it has read every provision of the Financial Component Undertaking Form drafted in French, that it understands its scope and all of its legal consequences, and agrees to be fully bound by all of its provisions.
- any English version of the Financial Component Undertaking Form that it may have received from the Minister shall have no legal effect of any nature whatsoever, not even in respect of the interpretation or enforcement of this Financial Component Undertaking Form drafted in French.

**Volume 1: Instructions for Invited Respondents**

---

**27. Tax interpretation**

Notwithstanding anything to the contrary contained in this Financial Component Undertaking Form, the Invited Respondent is authorized to submit a request for an advance ruling or tax interpretation to Revenue Canada or Revenue Québec concerning the proposed Partnership Agreement (including any of its schedules) and to hold relevant discussions with either of those tax authorities in connection with any such request for an advance ruling or tax interpretation. Among other things, any Participant, Member or Key Individual may participate in the submission of any such request or the aforesaid discussions. However, nothing in this section shall relieve any person from its obligation to comply with all laws, regulations and applicable standards.

**28. Enurement**

This Financial Component Undertaking Form shall be binding upon each of the Invited Respondent, Members and Participants and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** we have signed this Financial Component Undertaking Form on the date and at the place indicated hereinbelow.

Executed in \_\_\_\_\_ on \_\_\_\_\_, 2008.

**Invited Respondent:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Civic address or post office box)

\_\_\_\_\_  
(City, Province and Postal Code)

**Volume 1: Instructions for Invited Respondents**

---

**Authorized signatory:**

\_\_\_\_\_

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Volume 1: Instructions for Invited Respondents**

---

**IF THE INVITED RESPONDENT IS A CONSORTIUM OR OTHER ENTITY:**

Executed and delivered by

\_\_\_\_\_

**[\*NAME OF CONSORTIUM OR OTHER ENTITY]** by its duly authorized mandatary, and by **[provide particulars on the signature]**:

Executed in \_\_\_\_\_ on \_\_\_\_\_, 2008.

\_\_\_\_\_  
**\*Invited Respondent:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Civic address or post office box)

\_\_\_\_\_  
(City, Province and Postal Code)

**Authorized signatory:**

\_\_\_\_\_

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Volume 1: Instructions for Invited Respondents**

---

Each of the undersigned Members or Participants hereby:

- acknowledges that the Invited Respondent has signed this Financial Component Undertaking Form and has attached it to the Financial Component to form an integral part thereof;
- acknowledges and confirms that it has read, reviewed and understood every provision of the Financial Component of the Invited Respondent, including this Financial Component Undertaking Form, that it accepts them and that the Financial Component, together with this Financial Component Undertaking Form signed by each of them, have been submitted and filed with their respective consent and are binding upon each one of them;
- confirms and agrees that the provisions of **Sections 2, 8, 9, 10, 11, 12 and 25** apply to it, *mutatis mutandis*.

**EXECUTED** in \_\_\_\_ on \_\_\_\_\_, 2008.

**Member:**

\_\_\_\_\_  
(Name)

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Authorized signatory:**

\_\_\_\_\_  
(Name)

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Volume 1: Instructions for Invited Respondents**

---

**Participant:**

\_\_\_\_\_  
(Name)

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Authorized signatory:**

\_\_\_\_\_  
(Name)

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Schedule 1-16**

**Undertaking Form —  
Financial Component  
(Key Individuals)**

Volume 1: Instructions for Invited Respondents

---

**Request for Proposals  
for the design, construction, financing, operation,  
maintenance and rehabilitation of the  
A-30 PPP Completion in the Montréal region  
June 20, 2007**

**FINANCIAL COMPONENT UNDERTAKING FORM  
FOR KEY INDIVIDUALS**

This Financial Component undertaking form for Key Individuals ("**Financial Component Undertaking Form for Key Individuals**") must be completed and signed by each Key Individual<sup>10</sup>. It shall form an integral part of the Proposal.

WHEREAS the Key Individual has already signed a discharge form ("**Discharge Form**");

WHEREAS the Invited Respondent of which the Key Individual is a party has submitted a Technical Component to which it appended a Technical Component undertaking form (the "**Technical Component Undertaking Form**");

WHEREAS the Invited Respondent, Members and Participants are submitting a Financial Component;

WHEREAS as part of the Financial Component, a Financial Component Undertaking Form is being submitted by the Invited Respondent and its Members and Participants ("**Financial Component Undertaking Form**");

WHEREAS a Financial Component Undertaking Form for Key Individuals should also be submitted by each Key Individual in connection with this Request for Proposals;

NOW THEREFORE, the undersigned Key Individual ("**Key Individual**") enters into an undertaking in accordance with the following:

## **1. Definitions**

Unless otherwise required by the context, capitalized terms and expressions used herein and in the Technical Component shall have the meaning attributed to them in the Request for Proposals.

---

<sup>10</sup> Key Individuals may submit the Financial Component Undertaking Form for Key Individuals in English by following the form and content of the English version of the Financial Component Undertaking Form for Key Individuals contained in the English version of **Volume 1** of the Request for Proposals.

**Volume 1: Instructions for Invited Respondents**

---

**2. General statements**

The Key Individual acknowledges and agrees that:

- he has read, examined and understood **Volume 1** – Instructions for Invited Respondents, dated February 27, 2008 (including the schedules thereto), the draft Partnership Agreement dated February 25, 2008 (as well as the schedules thereto, including **Schedule 5 Technical Requirements**, also referred to in **Volume 1** as being **Volume 3**), as amended by the addenda (collectively the “Request for Proposals”). He declares that he understands all of the terms and conditions contained therein and all of the other information made available in connection with the Request for Proposals. He also declares having taken cognizance of and received all necessary information in respect of the nature of the services to be provided and the applicable requirements for the A-30 PPP Completion.
- by remitting this duly signed Financial Component Undertaking Form for Key Individuals attached to the Financial Component to form an integral part thereof, he agrees to be bound by all of the terms and conditions of the Consultation and Selection Process, including the Request for Proposals, and to comply therewith.

**3. Request for Proposals and Discharge Form**

The Key Individual acknowledges and confirms that he will comply with the terms and conditions of the Request for Proposals, including this Financial Component Undertaking Form for Key Individuals and the Discharge Form, including all disclaimer clauses and all limitation of liability clauses in favour of the Minister or any other Person mentioned therein. In particular, he acknowledges that he is bound by the terms and conditions of **Section 8.12** of **Volume 1** of the Request for Proposals.

**4. Information contained in the Request for Qualifications and the Technical Component**

The Key Individual declares and warrants that all of the declarations made in the Submission and the Technical Component (as it existed for purposes of evaluation) constitute permanent declarations that, to the best of his knowledge, are still correct as at the date hereof, with the exception of those that have otherwise been expressly communicated to the Minister in writing, to which the Minister has consented in writing prior to submission of the Financial Component.

**Volume 1: Instructions for Invited Respondents**

---

**5. Material change**

The Key Individual hereby declares and warrants that:

- with the exception of what was specifically declared by the Invited Respondent, its Members and Participants in the Submission, the Technical Component or the Financial Component, to his knowledge, there is no action, suit, remedy or proceeding
  - (i) pending against the Invited Respondent or any of its Members, Participants or Key Individuals,
  - (ii) nor, after satisfactory investigation, imminent against him,before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of a decision, have a material adverse effect on the solvency, liquidity, or financial situation of the Invited Respondent or those of its Members or Participants or his own, as the case may be;
- with the exception of what was specifically declared in a schedule attached to the Technical Component Undertaking Form or the Financial Component Undertaking Form that, to his knowledge, he is not aware of any reason for which an action, suit, remedy or proceeding could be brought that could, in the event of a decision, have a material adverse effect on the solvency, liquidity, or financial situation of the Invited Respondent or that of a relevant Member or Participant or his own, as the case may be.

**6. No collusion**

In connection with the preparation and submission of the Financial Component, the Key Individual declares and warrants that he has not discussed or communicated, either directly or indirectly, with any other Invited Respondent or with any Collaborator of such an Invited Respondent regarding the preparation and content of the Technical Component or Financial Component of such Invited Respondent's Proposal or that of the Invited Respondent of which he is a party.

The Key Individual hereby declares and warrants that he does not have any knowledge, either direct or indirect, of any Proposal of any other Invited Respondent, that he does not have any interest in any such Proposal, and that he has not concluded any agreement or understanding or any formal or informal arrangement that could result in his having such knowledge or interest prior to the submission of the Financial Component or in respect of the Proposal.

**Volume 1: Instructions for Invited Respondents**

---

**7. Conflict of interest and exclusivity**

With the exception of what is indicated in detail in a schedule attached to this Financial Component Undertaking Form for Key Individuals or brought to the Minister's attention in writing prior to the filing of the Financial Component, the Key Individual hereby declares and warrants that, to his knowledge, no real or apparent conflict of interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of the Technical Component or Financial Component of the Proposal of the Invited Respondent of which he is a party in response to the Request for Proposals, or in connection with the future delivery of the services required of the Private Partner.

**8. Information from the Minister**

The Key Individual hereby declares and warrants that he has no access to any confidential information belonging to the Minister, and that he is not in a position to take advantage of any right of access to such information, other than confidential information that the Minister may communicate to all Invited Respondents.

**9. Hiring of certain consultants or experts**

The Key Individual hereby declares and warrants that he has not, in contravention of the provisions of **Volume 1**, engaged or participated in the hiring one or several persons mentioned in **Section 1.4** of **Volume 1** of the Request for Proposals, and that he has not retained the services of one or several persons mentioned in **Section 1.4** of **Volume 1** of the Request for Proposals.

**10. Protection of confidential and personal information**

The Key Individual acknowledges and agrees that any information contained in the Proposal of the Invited Respondent of which he is a party may be verified by the Government, the Minister, the Ministère, the PPPQ and their staff, as well as their respective mandataries, advisors and representatives, and that they may conduct such background investigations on the Invited Respondent or any of its Collaborators (including the Key Individual), including, in particular, credit and solvency inquiries, criminal records investigations, litigation searches, bankruptcy and insolvency records and taxpayer information investigations including their standing under all taxation laws that may apply to them.

The Key Individual authorizes the Government, the Minister, the Ministère and the members of their staff to collect and use confidential or personal information on himself, the Invited Respondent or any of its Collaborators for the purposes of evaluating the Financial Component, to provide such information to the Persons charged with evaluating the Financial Component, and to disclose such information in accordance with the provisions of **Section 8.17** of **Volume 1** of the

**Volume 1: Instructions for Invited Respondents**

---

Request for Proposals or as may be required or permitted under *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1.

The Key Individual authorizes the Government, the Minister, the Ministère and the members of their staff to communicate confidential or personal information concerning himself, the Invited Respondent or any of its Collaborators to their respective mandataries, advisors, consultants, experts and representatives, insofar as such information is found necessary for the performance of their mandate and as may be required or permitted under *An Act respecting Access to documents held by public bodies and the Protection of personal information*, R.S.Q. c. A-2.1.

The Key Individual acknowledges and agrees that pursuant to the Canada-Québec Agreement Concerning Autoroute 30, the Minister or the Ministère may communicate the required information contained in the Proposal to the federal Minister of State (Infrastructure), the Minister of Transport (Canada) and the Minister of the Environment (Canada), to enable such federal bodies to see to the application of the laws and programs that are controlled and administered by them and that are concerned by the A-30 PPP Completion, and to the application and implementation of the Canada-Québec Agreement Concerning Autoroute 30.

The Key Individual further authorizes the federal Minister of State (Infrastructure), the Minister of Transport (Canada) and the Minister of the Environment (Canada) and their staff to use the information disclosed to them for purposes of the Canada-Québec Agreement Concerning Autoroute 30 and to disclose such information to their respective mandataries, advisors and representatives, insofar as such information is found necessary for the performance of their mandate and as may be required or permitted under the *Access to Information Act*, R.S.C. 1985, c. A-1 and the *Privacy Act*, R.S.C. 1985, c. P-21.

The Key Individual acknowledges and agrees that a Process Auditor will ensure that the Consultation and Selection Process is fair and transparent, and that as a result, the information in the Proposal may be conveyed to such Process Auditor or to his employees, representatives and advisors in conjunction with such mandate.

The Key Individual agrees that confidential or personal information included in the Proposal may be communicated to the various provincial or federal bodies mentioned above for the purposes for which such bodies request same and which are described above.

The Key Individual agrees to the disclosure of his name, where applicable, at the end of the Consultation and Selection Process if the Proposal of the Invited Respondent of which he is a party is selected.

**Volume 1: Instructions for Invited Respondents**

---

**11. Lobbying and post-mandate obligations**

The Key Individual agrees to comply with the provisions of the *Lobbying Transparency and Ethics Act*, R.S.Q., c. T-11.011 and, as the case may be, the *Code of Conduct for Lobbyists*, R.Q. c. T-11.011, r.0.2, the enabling regulations and notices from the Lobbying Commissioner and the Lobbyists Registrar issued under such statute. He further acknowledges and warrants that he will take appropriate steps, such as advising the Invited Respondent, to ensure that anyone who is subject to post-mandate, ethical or conflict of interest provisions under the laws of Canada or Québec that apply to members of the Parliament of Canada, the National Assembly of Québec or the members of their staff or the civil service of Canada or Québec derives no direct benefit from the Request for Proposals unless they comply with the applicable provisions.

**12. Counterparts**

This Financial Component Undertaking Form may be signed in several counterparts, each of which shall be deemed to be an original, which counterparts shall together constitute a single instrument.

**13. Information provided**

The Key Individual acknowledges that the Minister may, at his sole discretion, take such measures as he deems advisable if the information provided by the Key Individual is inaccurate, false or misleading or if the Minister is not satisfied therewith, at his sole discretion.

**14. Decisions by the Government, the Minister or other authorized Persons**

The Key Individual agrees to be bound by and subject to a decision by, as the case may be, the Government, the Minister, the conflict of interest arbitrator, the Selection Committee or another Person rendering a decision for purposes of the Consultation and Selection Process, at their complete respective discretion, as regards, in particular, a determination of whether:

- the Technical Component or the Financial Component of any of the Invited Respondents is eligible;
- the Technical Component or the Financial Component of the Proposal submitted by any of the Invited Respondents is compliant;
- an Invited Respondent satisfies or fails to satisfy any of the terms and conditions of the Consultation and Selection Process;

**Volume 1: Instructions for Invited Respondents**

---

- any of the conflict of interest requirements is not satisfied;
- any of the exclusivity requirements is not satisfied;
- any of the lobbying or post-mandate obligations is not satisfied;
- there has been any collusion;
- the information provided by another Invited Respondent or one of its Members or Key Individuals is satisfactory or acceptable;
- one or more items of information to be provided in the Proposal has been provided or not, and, in the case of information that has been provided, whether it is satisfactory, erroneous, false or misleading;
- any particular item of information may be conveyed to a third party;
- either the Invited Respondent or one of its Members or Participants or Key Individuals is in breach of any undertaking or declaration made in, as the case may be, the Technical Component Undertaking Form, the Technical Component Undertaking Form for Key Individuals, the Financial Component Undertaking Form or the Financial Component Undertaking Form for Key Individuals;
- the selection of the Selected Proponent;
- the final terms of the Partnership Agreement as agreed upon for execution by the Parties;

and any measure taken including the disqualification of the Invited Respondent, the rejection of its Proposal, or its exclusion from the Consultation and Selection Process.

**15. Applicable law**

This Financial Component Undertaking Form for Key Individuals and the rights and obligations set forth therein shall be governed by the laws in force in Québec and interpreted and enforced in accordance therewith, regardless of Québec's conflict of law rules. By signing this Financial Component Undertaking Form for Key Individuals, the Key Individual hereby irrevocably agrees to submit to the jurisdiction of the courts of Québec, Judicial District of Montréal.

**16. Severability of provisions**

If any provision of this Financial Component Undertaking Form for Key Individuals is held to be illegal or invalid, then such invalidity or illegality shall not affect the

**Volume 1: Instructions for Invited Respondents**

---

other provisions hereof, and this Financial Component Undertaking Form for Key Individuals shall be construed and enforced as if such illegal or invalid provision had never appeared herein.

**17. Amendments**

This Financial Component Undertaking Form for Key Individuals may only be amended by an instrument in writing signed by the Key Individual with the consent of the Minister, at his sole discretion.

**18. Waiver**

No failure to exercise, and no delay in exercising a right or recourse under the terms of this Financial Component Undertaking Form for Key Individuals by a party hereto shall be deemed to constitute a waiver of such right or recourse. No waiver of a breach of a provision of this Financial Component Undertaking Form for Key Individuals shall be deemed to constitute a waiver of any subsequent breach of that provision or of a similar provision.

**19. Authority to sign the Technical Component Undertaking Form**

The Key Individual hereby represents and warrants that:

- he has the power, authority and requisite capacity to execute and deliver this Financial Component Undertaking Form for Key Individuals.
- this Financial Component Undertaking Form for Key Individuals constitutes a legal, valid and enforceable agreement that may be set up against him in accordance with its terms and conditions.

The Key Individual acknowledges that the Minister requires that Key Individuals who sign this Financial Component Undertaking Form for Key Individuals through a representative must provide evidence, in a form deemed acceptable by the Minister, at his sole discretion, that the Person signing this Financial Component Undertaking Form for Key Individuals has the authority required to do so and to bind the Key Individual.

**20. Tax interpretation**

Notwithstanding anything to the contrary contained in this Financial Component Undertaking Form for Key Individuals, the undersigned Key Individual is authorized, at the request of the Invited Respondent, to participate in the submission by the Invited Respondent of a request for an advance ruling or tax interpretation to Revenue Canada or Revenue Québec concerning the proposed

**Volume 1: Instructions for Invited Respondents**

---

Partnership Agreement (including any of its schedules) and in the relevant discussions with either of those tax authorities.

**21. Enurement**

This Financial Component Undertaking Form for Key Individuals shall be binding upon the Key Individual and his successors and permitted assigns.

**22. Language**

The party hereto has expressly requested that this Undertaking Form – Financial Component (Key Individuals) be drafted in the English language only. *La partie aux présentes a expressément convenu que ce Formulaire d'engagement du Volet financier pour les personnes clés soit rédigé en langue anglaise seulement.*

**IN WITNESS WHEREOF** the Key Individual has signed this Financial Component Undertaking Form for Key Individuals in person or through his authorized representative, as he so declares, on the date and at the place indicated hereinbelow.

Executed in \_\_\_\_\_ on \_\_\_\_\_, 2008.

**Key Individual:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Civic address or post office box)

\_\_\_\_\_  
(City, Province and Postal Code)

**Schedule 1-17**

**Discharge Form**

Volume 1: Instructions for Invited Respondents

---

**Request for Proposals  
for the design, construction, financing, operation,  
maintenance and rehabilitation of the  
A-30 PPP Completion in the Montréal region  
June 20, 2007**

**DISCHARGE FORM**

This discharge form ("**Discharge Form**") must be completed and signed each Key Individual of the Invited Respondent. The Invited Respondent must deliver it to the Minister when it files the Submission Agreement, duly signed by the Invited Respondent and each of its Members and Participants.

WHEREAS [*insert name of Key Individual signing this Discharge Form*] is a Key Individual of [*insert name of Invited Respondent*], (the "Invited Respondent");

WHEREAS the Invited Respondent has been informed by the Minister's Representative that pursuant to the Request for Qualifications for the A-30 PPP Partnership, it is one of the Qualified Respondents invited to the Request for Proposals;

WHEREAS a Discharge Form should be submitted by each of the Invited Respondent's Key Individuals in connection with this Request for Proposals;

NOW THEREFORE, the undersigned Key Individual (the "**Disclaimant**") agrees as follows:

The Disclaimant, on behalf himself and his successors and assigns, hereby undertakes to the Government, its departments (including the Ministère) and agencies (including the PPPQ), the Minister, and their respective officers, directors, employees, representatives, advisors, consultants, experts, mandataries, agents, successors and assigns (collectively, the "**Released Parties**") that:

- (i) the Released Parties shall not be liable in any manner or under any circumstances for any Claim (except in the case of the Minister's or the Released Parties' gross fault or wilful misconduct) by any Person, including the Disclaimant, the Invited Respondent and any other Collaborator, arising from or related in any manner whatsoever to the A-30 PPP Completion or the Consultation and Selection Process, including any Claim that might arise with respect to the General Information Session, the Topical Information Sessions, the Discussion Workshops or from the participation in such meetings of Persons designated by the Minister;
- (ii) the Disclaimant hereby expressly waives any Claims that the Disclaimant might have or could have in future against any of the Released Parties by reason of or

**Volume 1: Instructions for Invited Respondents**

---

arising in any manner whatsoever from the A-30 PPP Completion or the Consultation and Selection Process, and the Disclaimant irrevocably and unconditionally releases and discharges each of the Released Parties from all of the Claims arising from or in any manner related to the A-30 PPP Completion or the Consultation and Selection Process. However, it shall be understood that the foregoing release and discharge does not include Claims arising due to the gross fault or wilful misconduct of the Minister or any of the Released Parties;

- (iii) the Disclaimant will indemnify the Released Parties and hold them harmless from and against all Claims made by any third party by reason of an act or omission by the Disclaimant in the performance of his obligations under this Discharge Form in connection with the Consultation and Selection Process.

In addition, the Disclaimant undertakes and consents not to assist another Person, not to act in concert with such a Person, and not to join with such a Person, either directly or indirectly and in any manner whatsoever, in making a Claim against one or all of the Released Parties in connection with a matter that has been the object of this discharge.

The Disclaimant undertakes and consents not to make a Claim against a Person who could thereby have a Claim against one or all of the Released Parties.

The Disclaimant hereby declares and warrants that he has not assigned and will not assign to anyone whomsoever a Claim for which he has hereby already given a discharge hereunder.

This discharge and the rights and obligations of the parties under the terms herein are governed by the laws of Québec and are interpreted on the basis of said laws, without taking into account the rules of this province applying to conflicts of laws. The Disclaimant irrevocably attorns to the jurisdiction of the courts of Québec, Judicial District of Montréal.

Unless otherwise defined herein, all key expressions have the meaning given to them in **Volume 1** of the Request for Proposals, including in the Submission Agreement.

The provisions herein apply in favour of each of the Released Parties and their respective successors and assigns, and bind each of the Disclaimants and their respective successors and assigns.

The party hereto has expressly requested that this Discharge Form be drafted in the English language only. *La partie aux présentes a expressément convenu que ce Formulaire de quittance soit rédigé en langue anglaise seulement.*

**Volume 1: Instructions for Invited Respondents**

---

EXECUTED on \_\_\_\_\_, 2007.

**[KEY INDIVIDUAL]<sup>11</sup>**

\_\_\_\_\_  
Authorized signatory

Name:

Title:

---

<sup>11</sup> Key Individuals may submit the Discharge Form in English by following the form and content of the English version of the Discharge Form contained in the English version of **Volume 1** of the Request for Proposals.

**Schedule 1-18**

**Request for Information Form**

Volume 1: Instructions for Invited Respondents

---

**Request for information form**

**Request for Proposals  
for the design, construction, financing, operation,  
maintenance and rehabilitation of the  
A-30 PPP Completion in the Montréal region**

Request number: \_\_\_\_\_  
(name of Respondent and sequential number of the request)

Name of contact person: \_\_\_\_\_

Date of request: \_\_\_\_\_

Source of request (specify title, section, and date, where applicable):

- General information session: \_\_\_\_\_
- Topical information session: \_\_\_\_\_
- Workshop: \_\_\_\_\_
- Document: \_\_\_\_\_
- Site visit: \_\_\_\_\_
- Other: \_\_\_\_\_

Confidential request: \_ yes \_ no

Request (only one request per sheet):

---

---

---

---

---

**Schedule 1-19**

**Return Label —  
Technical Component**

Volume 1: Instructions for Invited Respondents

**Mailing of technical component**

**THE INVITED RESPONDENT MUST:**

Use the appropriate sized envelope.

Cut out and affix to the envelope the RETURN LABEL that appears below.

Indicate its name and return address in the upper left-hand corner of the envelope.

<b>PROPOSAL</b>	<b>REQUEST FOR PROPOSALS</b> <b>PROJECT No: 20-5400-9301-X2</b>
	<b><u>Reception deadline:</u></b> <b>MARCH 26, 2008 – 3:00 p.m.</b>
<b>REQUEST FOR PROPOSALS FOR THE A-30 PPP COMPLETION</b>	
KPMG s.r.l./S.E.N.C.R.L Attention: Zyna Boubez, CA 600 de Maisonneuve Boulevard West Suite 1500 (15 <sup>th</sup> Floor) Montréal (Québec) H3A OA3	

*Cut along the dotted line*

**Schedule 1-20**

**Return Label —  
Financial Component**

Volume 1: Instructions for Invited Respondents

**Mailing of financial component**

**THE INVITED RESPONDENT MUST:**

Use the appropriate sized envelope.

Cut out and affix to the envelope the RETURN LABEL that appears below.

Indicate its name and return address in the upper left-hand corner of the envelope.

<b>PROPOSAL</b>	<b>REQUEST FOR PROPOSALS</b> <b>PROJECT No: 20-5400-9301-X2</b>
	<b><u>Reception deadline:</u></b> <b>MAY 7, 2008 – 3:00 p.m.</b>
<b>REQUEST FOR PROPOSALS FOR THE A-30 PPP COMPLETION</b>	
KPMG s.r.l./S.E.N.C.R.L Attention: Zyna Boubez, CA 600 de Maisonneuve Boulevard West Suite 1500 (15 <sup>th</sup> Floor) Montréal (Québec) H3A OA3	

*Cut along the dotted line*

**Schedule 1-21**

**Structure of the  
Electronic Data Room**

**(amended but not in track-changes)**

## Volume 1: Instructions for Invited Respondents

### Autoroute 30 completion

The hierarchical filing structure of the Electronic Data Room (EDR) (DVD and Website) is divided into sections, as follows:

Hierarchical filing structure of the Electronic Data Room	
<b>0.</b>	<b>Selection Process</b>
0.01	<b>Request for Qualifications</b> <ul style="list-style-type: none"> <li>- Requests for Qualifications documents</li> <li>- Addenda</li> </ul>
0.02	<b>Request for Proposals</b> <p>VOLUME 1 – INSTRUCTIONS FOR INVITED RESPONDENTS</p> <ul style="list-style-type: none"> <li>- Instructions for Respondents</li> <li>- Addenda to Volume 1</li> <li>- Submission Agreement</li> <li>- General Information Session</li> <li>- Topical Information Sessions</li> </ul> <p>VOLUME 2 – DRAFT PARTNERSHIP AGREEMENT</p> <ul style="list-style-type: none"> <li>▪ version 1</li> <li>▪ version 2</li> </ul> <p>VOLUME 3 – TECHNICAL REQUIREMENTS</p> <ul style="list-style-type: none"> <li>▪ version 1</li> <li>▪ version 2</li> </ul> <p>Notice of changes to Volumes 1, 2 and 3</p> <p>Questions/answers re Volumes 1, 2 and 3</p> <ul style="list-style-type: none"> <li>- Questions/answers 1 to 50</li> <li>- Questions/answers 51 to 100</li> <li>- Etc.</li> </ul> <p>Partnership agreement</p> <p>Other (information bulletins, procedures and directions, various lists)</p>
<b>1.</b>	<b>General information concerning the project</b>
1.01	Description and organizational framework

## Volume 1: Instructions for Invited Respondents

Hierarchical filing structure of the Electronic Data Room	
1.02	Maps and locations
<b>2.</b>	<b>Legislative and contractual frameworks</b>
2.01	General laws and regulations
2.02	Specific laws
2.03	Orders-in-Council
2.04	Agreements
2.05	Authorizations and permits
<b>3.</b>	<b>Traffic and revenues</b>
3.01	Previous documentation and references
3.02	Initial traffic and revenues studies
3.03	Forecasted traffic
3.04	Additional data
<b>4.</b>	<b>Feasibility Studies</b>
4.01	Feasibility studies
4.02	Supplemental studies
4.03	Other screening studies
<b>5.</b>	<b>Environment</b>
5.01	Order-in-Council 509-99 (sections 1, 2 and 7)
5.02	Supplemental studies - sections 1,2 and 7
5.03	Order-in-Council 482-2004 (section 4A)
5.04	Supplemental studies - section 4A
5.05	Order-in-Council 539-2006 (section 4B)
5.06	Supplemental studies - section 4B
5.07	Order-in-Council 1460-93 (section 5)

## Volume 1: Instructions for Invited Respondents

Hierarchical filing structure of the Electronic Data Room	
5.08	Supplemental studies - section 5
<b>6.</b>	<b>Existing infrastructures</b>
6.01	Roads and civil engineering works
6.02	Reports on waterways
6.03	Hydraulics and bathymetry
6.04	St. Lawrence River and the Seaway
6.05	Municipal services
6.06	Hydro-Québec
6.07	Other public utilities
<b>7.</b>	<b>Design and construction</b>
7.01	Technical standards
7.02	Forecasted traffic
7.03	Geotechnical aspects
7.04	Civil engineering works
7.05	Roadway
7.06	Other technical specifications
<b>8.</b>	<b>Operation</b>
8.01	General operational data
8.02	Environmental management
8.03	Western Portion
8.04	Eastern Portion
<b>9.</b>	<b>Property and servitudes (easements)</b>
9.01	Zoning and cadastres
9.02	Property acquisitions
9.03	Servitudes

**Volume 1: Instructions for Invited Respondents**

---

**NOTE:** The structure of the Electronic Data Room (EDR) is identical in both its forms, namely the static DVD-ROM format supplied to the Invited Respondents, AND the dynamic virtual data room format (secure “Merrill Datasite” Website).

**Schedule 1-22**

**List of  
Intellectual Property Rights**

**Volume 1: Instructions for Invited Respondents**

---

**List of intellectual property rights**

Once duly completed and signed by the Invited Respondent, this list (“**List of Intellectual Property Rights**”) shall form an integral part of the Proposal.

**1. Material owned by the Invited Respondent**

Write a list of all concepts, ideas and property developed or incorporated in the Proposal in any manner, including copyrights, patents, know-how, inventions, industrial drawings and other intellectual property rights held by the Invited Respondent or by one or several of its Members or Participants (the “Material Owned by the Invited Respondent”). If the Proposal does not include any Material Owned by the Invited Respondent, write “Not applicable”.

**1.1 List of material conceived and developed exclusively for purposes of the A-30 PPP Completion:**

Write a list of the Material Owned by the Invited Respondent designed and developed exclusively for purposes of the A-30 PPP Completion which the Invited Respondent intends to assign and transfer to the Minister unconditionally and irrevocably:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**1.2 List of material not conceived and developed exclusively for purposes of the A-30 PPP Completion:**

Write a list of the Material Owned by the Invited Respondent not designed and developed exclusively for purposes of the A-30 PPP Completion for which the Invited Respondent intends to grant the Minister an irrevocable, non-exclusive, perpetual, transferable, assignable and worldwide licence which will includes, in particular, the right to grant sub-licences, and the right to use, reproduce, adapt, modify and, more generally, to develop such material for any governmental purposes the Minister may consider advisable in connection with the A-30 Completion:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Volume 1: Instructions for Invited Respondents**

---

**2. Other Material used by the Invited Respondent\***

Write a list of all concepts, ideas and property developed or incorporated in the Proposal in any manner, including copyrights, patents, know-how, inventions, industrial drawings and other intellectual property rights not held by the Invited Respondent or by its Members or Participants (the "Other Material"). If the Proposal does not include any Other Material, write "Not applicable".

The Invited Respondent [*insert name of Invited Respondent*], hereby confirms the obtaining in favour of the Minister of any licence that is necessary for the use of the Other Material used by the Invited Respondent for any governmental purposes the Minister may consider advisable in connection with the A-30 Completion. Any such licence is irrevocable and non-exclusive, permits the Minister to grant sub-licences and covers the entire Province of Québec. The Invited Respondent [*insert name of Invited Respondent*], undertakes to cover the costs of any such licence until the end of the Partnership Agreement.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\*Evidence of transfers and intellectual property licences for all Other Material used by the Invited Respondent must be attached to this list.

**Volume 1: Instructions for Invited Respondents**

---

**IN WITNESS WHEREOF** we have signed this List of Intellectual Property Rights on the date and at the place hereinbelow indicated.

In \_\_\_\_\_ on \_\_\_\_\_, 2008.

**Invited Respondent:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Civic address or post office box)

\_\_\_\_\_  
(City, province and postal code)

**Authorized signatory:**

\_\_\_\_\_

**Name and title:**

\_\_\_\_\_  
(Please type or print)

**Schedule 1-23**

**Interest Rate  
Benchmarking Protocol**

**Volume 1: Instructions for Invited Respondents**

---

**1. Interest Rate Benchmarking Protocol**

This Protocol sets out the method by which Benchmark Interest Rate(s) will be benchmarked at and prior to the Financial Closing. It is constructed to reflect the premise that the Benchmark Interest Rate fluctuation risk will be borne by the Minister as set out hereinafter for a period starting five (5) business days prior to the Financial Component Submission Date and ending as late as the date of the Financial Closing, at the option of the Selected Proponent.

At Financial Closing, the Minister and the Invited Respondent must both accept and approve the closing Benchmark Interest Rate(s), in order to trigger the Financial Closing. The Benchmark Interest Rate(s) used for purposes of this Protocol, both on the submission of the Financial Component and at Financial Closing, originate from Bloomberg<sup>12</sup> an accredited market data source. The actual interest rates ultimately paid by the Selected Proponent at Financial Closing on its financing are not considered in this Protocol.

The Protocol below focuses on the determination of the impact of fluctuations in the Benchmark Interest Rate(s) at Financial Closing occurring in a given day. The Minister will consent to this process requiring up to five (5) business days to complete if such time is required by the Selected Proponent.

**2. Benchmarking Timeline****April 23, 2008**

No later than two weeks prior to the Financial Component Submission Date, the Invited Respondent must submit to the Minister a list showing the financing instruments potentially used as well as the associated Bloomberg ticker (refer to **Appendix A**). The financing instruments must satisfy the risk-free financing requirement referred to in the Benchmark Interest Rate definition. The Invited Respondent must also supply the Bloomberg printouts indicating the financing instruments and the associated ticker. The Minister agrees to approve or reject the list of financing instruments potentially used, submitted at least two (2) weeks prior to the Financial Component Submission Date, within three (3) business days of submission of the list.

---

<sup>12</sup> For a bank financing, the Minister will use Bloomberg's SWPM function.

**Volume 1: Instructions for Invited Respondents**

---

**May 7, 2008**

For the submission of its Financial Component, the Invited Respondent must have prepared its financial model with the Benchmark Interest Rate(s) as at 11:00 a.m. on April 30, 2008 (five (5) business days prior to the Financial Component Submission Date) as displayed on the Bloomberg printouts submitted.

The Invited Respondent must supply Bloomberg printouts displaying the applicable Benchmark Interest Rate(s) as at 11:00 a.m. on April 30, 2008. The Minister will verify the Benchmark Interest Rate(s) used in the Invited Respondent's financial model against the Bloomberg rates. The Benchmark Interest Rate(s) and their relevant weightings should be submitted using the prescribed form as set forth in **Appendix B**. Should there be a discrepancy between the actual Bloomberg Benchmark Interest Rate and those used in the financial model submitted by the Invited Respondent, the Minister will notify the Invited Respondent and provide it with a printout from Bloomberg. The Minister will require that the Invited Respondent resubmit its financial model using the Benchmark Interest Rate(s) as per Bloomberg within three (3) business days, with no other input changes to be made to its financial model. More specifically, the proposed construction payments, capital payments and OMR payments cannot change.

**Financial Closing**

No later than ten (10) business days prior to the expected date of signature of the Partnership Agreement, the Selected Proponent and the Minister will agree on a detailed range of possible values for each Benchmark Interest Rate used by the Selected Proponent in constructing the adjustment table referred to below. For this detailed range of possible values for each Benchmark Interest Rate, the Selected Proponent must construct a table that will include the appropriate adjustment to its capital payment (the method used for constructing this table is described in Part 3 – Construction of Capital Payment Adjustment Table).

The Minister will use the capital payment adjustment table to validate the capital payment adjustment exercise done by the Selected Proponent at Financial Closing. The Minister must be satisfied with the Selected Proponent's capital payment adjustment table and capital payment adjustment exercise at Financial Closing .

**Volume 1: Instructions for Invited Respondents**

---

On the day of the Financial Closing or such other date as the parties may determine, both the Selected Proponent and the Minister will obtain advice regarding the prevailing market conditions at such time.

At 11:00 a.m. on the planned Financial Closing date, the Selected Proponent and the Minister will make their first attempt to simultaneously accept and approve the closing Benchmark Interest Rate(s) by referring to Bloomberg. If the closing Benchmark Interest Rate(s) are not acceptable to one of the two parties, the process will be postponed. If the Minister refuses the closing Benchmark Interest Rate, a second attempt will be made 30 minutes later. Conversely, the Selected Proponent will have three (3) hours to give an affirmative reply, or else a second and last attempt for that day will be made at the end of the three-hour period. If that attempt is unsuccessful, the next attempt will be made at 11:00 a.m. the following day (such that the Financial Closing may take up to five (5) business days or longer should the Minister, at his sole discretion, grant an extension). The process will be repeated until both parties accept the closing Benchmark Interest Rate(s).

Once the closing Benchmark Interest Rate has been accepted by both parties, the Selected Proponent may execute the deal with its financial advisers.

In the case that part of the total financing is placed on a given day, this weighting will be recorded to calculate the weighted average of the closing Benchmark Interest Rates and the process will continue for the remainder portion of the financing on the following business day. The Selected Proponent must notify the Minister, before the next scheduled reading of the closing Benchmark Interest Rate(s), of the proportion of the financing which has been placed with such Benchmark Interest Rate(s). Each day's proportion must be confirmed by the Selected Proponent's appropriate financial adviser.

**3. Construction of Capital Payment Adjustment Table**

No later than ten (10) business days prior to the expected date of signature of the Partnership Agreement, the Selected Proponent shall construct the adjustment table by entering the various possible values (based on the range of values approved by the Minister) for each Benchmark Rate used by the Selected Proponent in its financial model submitted on the Financial Component Submission Date and in accordance with the

**Volume 1: Instructions for Invited Respondents**

---

conditions specified in **Schedule 1-3 of Volume 1**. The Selected Proponent's financial model will then be adjusted to obtain the same internal rate of return ("IRR") on Equity Capital, which will trigger a new capital payment. Note that under the Protocol, funds drawn by the Selected Proponent from a contracting Affiliate<sup>13</sup>, notably by way of a shareholder loan, will be deemed to be Equity Capital for the calculation of the IRR on Equity Capital.

A certain number of rates which differ from the Benchmark Interest Rate(s) used as at the submission of the Financial Component will be illustrated, based on the range of possible values approved by the Minister with respect to each Benchmark Interest Rate, as well as the corresponding adjustment to the Selected Proponent's capital payment. The repetition of this process for the range of possible values will be used to populate the adjustment table indicating the potential Benchmark Interest Rates as at Financial Closing and the corresponding adjustments to the Selected Proponent's capital payment.

#### **4. Capital Payment Adjustment at Financial Closing**

Once the closing Benchmark Interest Rate(s) and relevant weightings have been determined for the five (5) day period allowed for the Financial Closing, a weighted average of the closing Benchmark Interest Rate(s) underlying each type of financing will be determined and utilized for the adjustment of the Selected Proponent's financial model at the Financial Closing in order to determine the capital payment.

The capital payment price form (**Schedule 1-11**) will then be adjusted to reflect that amount.

No adjustment to the financial model will be permitted for the other parameters of the Selected Proponent's financial model, in particular the costs of construction, OMR and inflation. No adjustment to the Selected Proponent's other price forms may be made, with the exception of the capital payment (**Schedule 1-11**).

*(Note: If necessary, the Protocol will be adapted to the form of financing chosen by the Selected Proponent, as approved by the Minister and the Selected Proponent)*

---

<sup>13</sup> "Affiliate" means, at any time in respect of a person, any person who belongs to that person's group and, for purposes of this definition:

- a) two **persons** belong to the same group when one of them is controlled by the other, when they are under the control of the same person or when each of them belongs to the group of one same person;
- b) one or **more** persons have control over a person when they either directly or indirectly have the capacity or the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities or interests in that person, by contract or otherwise.

**Volume 1: Instructions for Invited Respondents**

---

**APPENDIX A****The Financing Instruments and their Associated Bloomberg Ticker**

Invited Respondent: \_\_\_\_\_

The financing instruments that will potentially be used in the financing plan submitted on May 7, 2008, the Financial Component Submission Date, are as follows:

Financing Instruments	Associated Bloomberg ticker

The printouts from Bloomberg for each of the financing instruments should be attached by the Invited Respondent.

**Volume 1: Instructions for Invited Respondents**

---

**APPENDIX B****Prescribed Form**

Financing instruments	Associated Bloomberg ticker	Weightings	Interest rate – yearly (five decimals)