



Request for Qualifications



for the design, construction, financing, operation and maintenance of a portion of Autoroute 25 in the Montréal metropolitan area



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December 22, 2005

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



**Request for Qualifications
for the design, construction, financing,
operation and maintenance of a portion
of Autoroute 25 in the Montréal metropolitan area**



To Respondents,

The Ministère des Transports du Québec plans to complete a portion of Autoroute 25 in the Montréal metropolitan area using a public-private partnership approach following an international selection process.

This RFQ represents the first stage of the selection process leading to the eventual selection of a Private Partner with which the MTQ wishes to enter into a Partnership Agreement in connection with the project to complete Autoroute 25.

In order for its Submission to be evaluated, a Respondent must comply with all the eligibility criteria, as set out herein.

To standardize the presentation of Submissions, facilitate their review and help Respondents prepare a complete document, a Submission outline is included as **Schedule 1** hereto.

The main dates relating to the first stage of the selection process are:

- Issuance of the RFQ.....December 22, 2005
- Information session and site visit.....January 16, 2006
- End of question period regarding the RFQ.....February 10, 2006 (3:00 p.m., Montréal time)
- Deadline for filing Submissions for the RFQ.....March 3, 2006 (3:00 p.m., Montréal time)
- Announcement of Qualified Respondents.....March 31, 2006

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

Florent Gagné
Deputy Minister



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Glossary



Associated Company: A company is associated with a person when it is an associate (as that term is defined in section 5 of the *Securities Act* (R.S.Q., ch. V-1.1)) of that person. Moreover, a company is associated with another company when it is a subsidiary or an affiliate thereof within the meaning of section 9 of the *Securities Act* (R.S.Q., ch. V-1.1)

BMOPPP: Bureau de la mise en œuvre du partenariat public-privé

CAC: Certificate of authorization to be issued for the Project under section 22 of the *Environment Quality Act* (R.S.Q., ch. Q-2) authorizing the construction of the Project

CAR: Certificate of authorization to be issued for the Project under section 31.5 of the *Environment Quality Act* (R.S.Q., ch. Q-2) authorizing the undertaking and completion of the Project

Consortium: Group of two or more enterprises created for the purpose of presenting their Submission and, where applicable, carrying out the Partnership

Government: The government of Québec

Infrastructure: The expressways, bridge, toll system and other elements as set out in the Partnership Agreement

Key Individual: A natural person who will hold one of the following positions on behalf of a Respondent:

- project director;
- assistant project director;
- person in charge of structure design;
- person in charge of highway design;
- person in charge of construction;
- person in charge of operations and maintenance;
- person in charge of design, construction and operation of the electronic toll system;
- person in charge of structuring the financing; and any other person designated as a Key Individual by a Respondent in response to the RFQ

Member: An enterprise which is part of a Respondent on an exclusive basis and which will invest equity in the Partnership

MTQ or Ministère: The Ministère des Transports du Québec



Participant: An enterprise which is part of a Respondent on an exclusive basis, which does not intend to invest equity but which will be responsible, on behalf of the Respondent, for at least one of the following elements:

- 25% of the design of the Partnership;
- 10% of the construction of the Partnership;
- 25% of the operation and maintenance of the Partnership

Partnership: Design, construction, financing, operation and maintenance of a portion of Autoroute 25 by the Private Partner (including the expressways, bridge and toll system) with a toll charged to users, in accordance with the terms and conditions to be set out in the Partnership Agreement

Partnership Agreement: Agreement to be entered into between the Ministre des Transports du Québec and the Private Partner with respect to the Partnership

PPP: Public-private partnership

PPPQ: Partenariat public-privé Québec, the Agency established under the *Act respecting the Agence des partenariats public-privé du Québec* (R.S.Q., ch. A-7.002)

Private Partner: An enterprise or Consortium which, further to the request for proposals and the final selection, enters into a Partnership Agreement with the Ministre des Transports du Québec

Preferred Proponent: Qualified Respondent selected pursuant to a request for proposals for the purposes of entering into a Partnership Agreement

Project: The completion of Autoroute 25 in the Montréal metropolitan area, a portion of which will be carried out by a Private Partner as part of the Partnership and the other portion of which will be carried out by the MTQ using a traditional approach

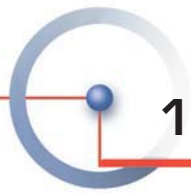
Qualified Respondent: A Respondent who has been qualified under this RFQ

Respondent: An enterprise or Consortium which submits a Submission for the Partnership in response to this RFQ

RFQ: This request for qualifications

Selection Committee: The Selection Committee and sub-committees created by the MTQ for the purposes of analyzing and evaluating the Submissions

Submission: All qualification documents prepared and submitted by the Respondent in connection with this RFQ



1. Introduction



1.1 Business Opportunity

Under the auspices of the Ministère, the Government plans to complete Autoroute 25 in the Montréal metropolitan area. This highway project, which is described in this document, is the chosen solution to the problem of traffic congestion in the eastern area of the greater Montréal metropolitan area. The Project will also encourage development in this part of Québec.

The Ministère is in favour of a PPP for a portion of the Project in order to take advantage of private sector expertise. It is counting on significant participation by the private sector with respect to the sharing of risks and responsibilities including financing, particularly in the context of a toll road. The Ministère would also like to accelerate the completion of the Project by benefiting from private sector know-how and management. The Government therefore has an approach in mind where an enterprise or consortium of enterprises, acting as a Private Partner, will assume responsibility for the design, construction, financing, operation and maintenance of a portion of the Project, specifically the expressways, the bridge crossing the Rivière des Prairies and the toll system.

The Ministère intends to conduct a transparent, fair and competitive selection process for the awarding of the Partnership Agreement.

1.2 Project Overview

The completion of Autoroute 25 mainly requires building a 7.2 km toll highway between Henri-Bourassa Boulevard in Montréal and Highway 440 in Laval, including a 1.2 km bridge. The right-of-way necessary to build the Project will belong to the Government at the time of the signing of the Partnership Agreement.

The Project forms part of the transportation plan for the Montréal metropolitan area, as developed by the Ministère in 2001. In addition, the municipal authorities of Montréal and Laval have included the Autoroute 25 axis in their respective urban development plans.

The municipal authorities of Ville de Laval are in favour of carrying out the Project. The authorities of Ville de Montréal have publicly declared that the Project is not one of its immediate priorities. Discussions are currently underway with the relevant authorities.

The Ministère's main goals for the Project are:

- Decreased daily travel time for users;
- Reduced maintenance and operating costs of users' vehicles due to shorter trips, in distance or time;
- Reduced pollution caused by vehicles;
- Support for the economic development of the east end of Montréal and Laval;
- Economic benefits from the construction spending and operational expenditures for this new road infrastructure.

These goals should translate into:

- Improved traffic conditions on the other major highways and roads linking Montréal and Laval (Autoroutes 19, 15 and 13 and Routes 125, 117 and 335) as well as to the north-east (Autoroute 40 and Route 138)
- More efficient local road infrastructures;
- A direct and efficient physical link in the eastern metropolitan area between the northern suburbs, Laval, Montréal and the South Shore;

- Optimal use of Henri-Bourassa Boulevard in conjunction with Autoroute 40;
- Less traffic on Autoroute 40 between Autoroutes 25 and 15;
- Improved conditions for public transportation between the Montérégie, Montréal and the northern suburbs due to a new, free-flowing route.

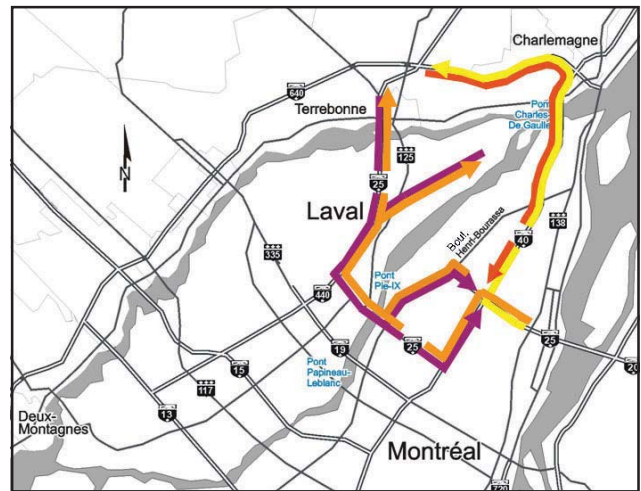
1.3 The Socio-Economic Situation of Montréal and Laval

The value of Québec's road network in achieving the Government's economic goals is undeniable. It has been shown that adequate transportation infrastructure is essential to ensure economic development and the public's well-being. The greater Montréal area is participating fully in the globalization of trade. This leads to intensive use of its current road network; hence the need to ensure that it is maintained and improved.

The traffic problem

The highway network in the eastern Montréal area is characterized by the discontinuity of links allowing traffic movement along the north-south axis. As illustrated by **Figure 1**, the absence of a link in the Autoroute 25 axis between Laval and Montréal requires that users of the road network make a detour of approximately 7 km over the Pie IX bridge to reach Laval or Autoroute 40 in Montréal.

Figure 1



Identification of detours to be made to access the Island of Montréal

Constant increase in traffic on the bridges connecting Montréal and Laval

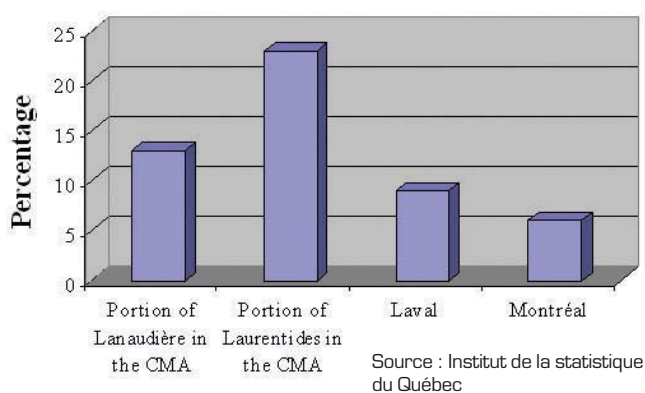
An analysis of the traffic flow on the bridges between Laval and Montréal and between the north-east shore and Montréal reveals a 139% increase in trips over a 32-year period. Indeed, from 1971 to 2003, the overall average annual daily traffic increased from 270,610 to 646,900 vehicles.

Furthermore, growth forecasts for the greater Montréal area indicate serious congestion problems on the highway network between Laval and Montréal. According to the Institut de la statistique du Québec, from 2001 to 2021, the population of the census metropolitan area (CMA)¹ of Montréal will increase from 3.490 million inhabitants in 2001 to 3.805 million in 2021, an almost 9% increase. During that period, the population of the Island of Montréal will increase from 1.817 million to over 1.931 million, or a 7% increase.

1. The general notion underlying a census metropolitan area, as defined by Statistics Canada, consists in linking large urban areas to those adjacent urban and rural regions that are highly integrated, both socially and economically, with the large urban area.

Moreover, as illustrated in **Figure 2**, this demographic growth will be especially strong in the parts of the regions north of Montréal and Laval, accessible by Autoroute 25 in particular, and will have a significant impact on the demand for transportation, especially for trips in the north-south axis. As all the bridges (on the autoroutes and roads) between Laval and Montréal are already operating at capacity during rush hours, the projections show that the existing autoroutes will have to support traffic flow exceeding their theoretical and practical capacity during rush hours starting in 2006, which is sure to extend rush hours.

Figure 2



Projected demographic growth.

1.4 Carrying Out the Project as a PPP

The Ministère has compared the various scenarios for completing Autoroute 25. These analyses have led to the conclusion that it would be advisable to use a PPP.

The PPP involves a long-term agreement between the Ministère and the Private Partner who will share

the risks and benefits associated with the Partnership. The Private Partner will be responsible for designing, building and financing the Infrastructure, including its toll system. The Private Partner must then operate and maintain the Infrastructure, including the toll system. It will collect toll revenues on behalf of the Government and receive a remittance from the Government in that regard. The Government will remain the owner of the right-of-way and will be the owner of the Infrastructure throughout the Partnership.

The Partnership provides for charging users a toll. However, the toll revenue will not be enough to finance all of the construction, operations and maintenance costs of the Infrastructure. The Government will therefore participate in the Partnership financially by making payments to the Private Partner as described in **Section 2.5**. The Ministère is seeking a design and operation of the Partnership which meets its needs at the best price for the Government.

1.5 Purpose of RFQ

The purpose of this RFQ is to identify and select the Ministère's potential partners for the Partnership. As it is a large project, the Ministère wishes to entrust its completion to a partner that will have demonstrated that it has an interest and the experience, expertise, resources and potential, along with all other qualities required to carry out the Partnership.

In order to facilitate the evaluation, Respondents will present their Submission according to the Submission outline set out in **Schedule 1**. The Ministère will select three Respondents based on an evaluation made in accordance with the criteria described in **Chapter 4**. Such Qualified Respondents will then be asked to submit a proposal according to the terms set out in the request for proposals which will follow.



1.6 Project Team

The MTQ has appointed a project director who has been mandated to oversee all of the work required to complete Autoroute 25.

The project director is assisted by the BMOPPP, an administrative unit of the MTQ. The BMOPPP coordinates activities related to engineering, financing, traffic and revenues, process, legal affairs, communications and the environment.

Moreover, the PPPQ, in collaboration with the MTQ, will manage the PPP process and provide its advice and expertise.

The Government has also retained the services of various advisers and experts at the time of launching the RFQ to help develop the Partnership. These advisers are:

- Engineering advisers: The CIMA+/BPR consortium, and their sub-contractors: SETEC TP1, France; Michel Virlogeux, Engineering Consultant and Designer – Engineering Structures; Daniel Arbour & Associés, s.e.n.c.; Le Groupe-Conseil LaSalle inc.; Excotech inc.; Donald Carter, Consultant; Bruno Massicotte, Eng., Ph.D, École Polytechnique de Montréal
- PPP advisers: Partnerships B.C.; A.H.B. 2000 Inc.
- Financial and process adviser: PricewaterhouseCoopers LLP and its sub-contractor, Casgrain & Compagnie Limitée
- Traffic and revenue advisers: PB Consult Inc.; Travol; HBA Specto Inc.; ADEC-Géocom; Inro Solutions Inc.; Loctrans
- Legal counsel: Fasken Martineau DuMoulin LLP
- Selection process auditor²: M^{re} Marc-André Patoine

As explained in **Section 6.1**, none of these advisers or the persons or companies related to such advisers may work for a Respondent in connection with the Partnership or participate in the submission of its Submission or in any other subsequent stage of the selection process. Any derogation from these conditions will result in the disqualification of the Respondent.



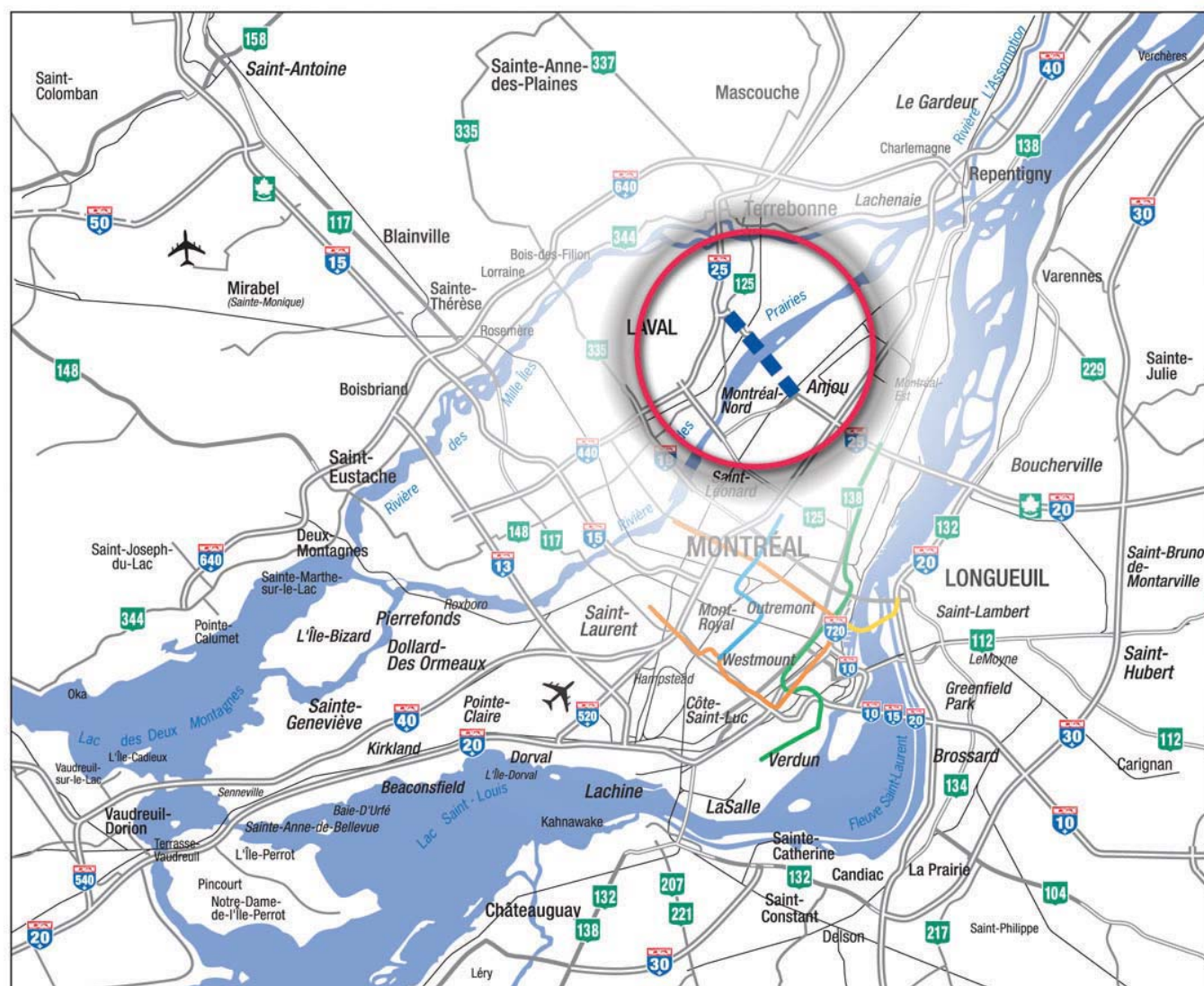
1.7 Oversight of the Selection Process

An independent selection process auditor has been retained by the Government. Generally speaking, the selection process auditor's mandate is to reassure both the government authorities and the Respondents that the Private Partner 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 is unfolding fairly and transparently in light of the evaluation and selection requirements set out in the RFQ and request for proposals documents.

2. KPMG LLP acted as process audit adviser until a selection process auditor was appointed. As a result, the last paragraph of Section 1.6 and Section 6.1 apply to KPMG LLP.

<http://www.mtg.gouv.qc.ca/bmopppp>

Figure 3



Project to complete Autoroute 25

2.1 Results Sought

The MTQ is undertaking the Project in order to achieve the following results:

- Establish a direct physical link in the eastern part of the metropolitan area between the northern suburbs, Montréal and the South Shore;
- Allow approximately 40,000 vehicles, on average, to travel between Montréal and Laval per business day;
- Eliminate detours;
- Improve the average travel time over all the main alternative routes, namely the Pie-IX, Papineau and Charles-de-Gaulle bridges, as compared to the situation which would exist if the Project were not carried out;
- Ensure a level of service, even during rush hour, below traffic congestion levels;
- Improve service conditions for public transportation between Montréal and the northern suburbs;
- Improve the comfort and safety of users of the road.

The Ministère has considered various layouts which would achieve the results sought for the Project. The layout which best matched the results sought while minimizing costs was studied in greater detail and was used to start the provincial environmental approval process. The layout for the Partnership which will be proposed by Qualified Respondents during the request for proposals may stray from the layout drawn up by the Ministère but must respect the requirements thereof, including environmental requirements, and achieve all results sought by the Project.

The Project layout, as currently envisaged by the Ministère, is summarized in the following paragraphs. Its design-build cost is approximately \$400 million (in 2004 dollars), including approximately \$325 million for the components included in the Partnership.

2.2 Main Components of the Project

The completion of Autoroute 25 is intended to give users a 4-lane highway linking the cities of Montréal and Laval over a distance of approximately 7.2 km, including a 1.2 km long, 6-lane bridge. This link, illustrated in **Figure 4**, will complete the Ministère's road network in the north-eastern area of the greater Montréal area.

Figure 4





The Project will allow users to save time compared to other crossings between Montréal and Laval. This link will also allow commuter, transit and merchandise traffic that make heavy use of the local streets and boulevards in Montréal to use Autoroute 25 to travel in the north-eastern part of the metropolitan area. In exchange for the payment of a toll, motorists and truckers who wish to avoid the Metropolitan highway (Autoroute 40) will be able to do so by bypassing the metropolitan area to the north-east.

The layout currently proposed by the Ministère for the expressways, in both Montréal and Laval, calls for a four lane highway corresponding to the current layout of Autoroute 25 between the Anjou interchange (Autoroute 40) and Henri-Bourassa Boulevard (See **Figure 5** below). The posted speed will be 100 km/h for all the express lanes. The layout of express lanes and structures must allow for the addition of another express lane in both directions. However, the Ministère has no intention of authorizing the construction of additional express lanes for the time being.

Figure 5



A-25 northbound, between the Anjou interchange and Henri-Bourassa Boulevard

The Respondent must provide for three lanes in each direction on the bridge crossing the Rivière des Prairies.

The layout will also include a reserved bus lane in Montréal and Laval, but not on the bridge.

The entire technical file supporting the layout proposed by the Ministère for the Project will be communicated to the Qualified Respondents during the second stage of the selection process, i.e. the request for proposals. **Schedule 2**, entitled “Description of the Main Technical Requirements for the Completion of Autoroute 25”, gives a summary of the main physical components which will have to be included in the Project, distinguishing between the components which will be carried out by the Private Partner in connection with the Partnership and those which will be carried out by the Government using a traditional approach. A summary of the allocation of the physical components is given below:

Main physical components of the Autoroute 25 project

To be undertaken by the Private Partner under the Partnership

- Expressways to Montréal and Laval
- Bridge crossing the Rivière des Prairies
- Overpasses for Henri-Bourassa, Maurice-Duplessis and Perras Boulevards in Montréal
- East service roads in Montréal
- Toll system

To be undertaken the Government using a traditional approach

- Canadian National Railway overpass in Montréal
- Reserved bus lane in Montréal and Laval
- West service road in Montréal
- Secondary network in Laval



The Ministère expects to complete construction of the physical components of the Project for which it will remain responsible before the Partnership Agreement is entered into. The relevant design details will be made available to Qualified Respondents during the request for proposals.

2.3 Responsibilities of the Private Partner

To achieve the results sought, the Ministère intends to entrust the following responsibilities to the Private Partner:

- **Permits and authorizations** – The Private Partner will obtain all permits and authorizations necessary to carry out its work in connection with the Partnership, with the exception of the CAR (see **Section 2.4**) and the notices of compliance with the land use plans of Ville de Laval and Ville de Montréal. Authorizations from the federal authorities will be required; more particularly under the *Fisheries Act* (R.S.C. (1985), ch. F-14) and the *Navigable Waters Protection Act* (R.S.C. (1985), ch. N-22).
- **Design** – The Private Partner will design the work to be done by the Partnership based on the results sought by the Ministère while complying with all requirements, including environmental requirements.
- **Construction** – The Private Partner will do the construction work to be done by the Partnership. It will ensure that at all times it will comply with all requirements, including environmental requirements, and meet all results sought by the Project. The Private Partner will obtain all of the necessary construction permits and authorizations.
- **Financing** – The Private Partner will be responsible for structuring, arranging and obtaining the financing for the Partnership.

- **Operations and maintenance** – The Private Partner will be responsible for the operation, regular maintenance and major maintenance of the section of Autoroute 25 covered by the Partnership throughout the term of the Partnership Agreement. This responsibility will include the operations and maintenance of the toll system as well as collection of the toll revenue.
- **Ownership of the Infrastructure** – The right of way and Infrastructure which will be built by the Private Partner (including the toll system) will at all times remain the property of the Ministère.
- **Conditions for Handing Over** – At the end of the Partnership, the Infrastructure will be handed over to the Government under those 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 according to pre-determined contractual terms and conditions.

Respondents should assume that it is up to them to provide for all administrative and technical responsibilities required by the Partnership which would normally be assumed by the Ministère to carry out the Project using a traditional approach. The Ministère will not be liable with respect to the Partnership except as indicated in the Partnership Agreement.

For example, but without limitation, the responsibilities of the Private Partner will include the following: coordination with third parties including other government departments, municipalities, police forces, civil safety organizations, public utilities, etc.; communication with citizens, residents and the media; the management of traffic along the road works contemplated by the Partnership, including detour roads; road signs; environmental protection measures and their monitoring; the protection of works adjacent to the road works contemplated by the Partnership; cost overruns; and compliance with schedules.



In addition, Respondents must fulfill and honour their obligations, including with respect to the design, construction, commissioning, quality control, operations and maintenance of the Infrastructure within the context of the Partnership, throughout the entire term of the Partnership Agreement, including compliance with Infrastructure hand over conditions.

The Term Sheet for the Partnership Agreement proposed by the Government is attached hereto as **Schedule 3**. The term sheet is submitted for information purposes only, and illustrates the type of partnership the Ministère foresees. The terms and conditions of the Partnership will be set out in the draft Partnership Agreement that will be given to the Qualified Respondents in connection with the request for proposals.

2.4 Approval Process

Environmental approval

Under the *Environment Quality Act* (R.S.Q., ch. Q-2) and its regulations, completion of the Project will be subject to the issuance of a CAR and a CAC and compliance with the terms indicated therein.

A certificate of authorization (CAR) with conditions was issued for the Project in favour of the ministre des Transports du Québec by order of Council no. 1243-2005 dated December 14, 2005. The Private Partner will be responsible for obtaining the CAC for the work contemplated by the Partnership once it has completed its detailed design.

Before it begins construction in the context of the Partnership, the Private Partner must comply not only with the requirements set out in the CAR and the CAC, but also with the other terms prescribed by the laws and regulations in force in Québec as well as those resulting from the federal government environmental authorization process and more specifically authorizations under the *Fisheries Act* (R.S.C. (1985), ch. F-14) and the *Navigable Waters Protection Act* (R.S.C. (1985), ch. N-22).

Other government approval

The Project and Partnership were presented to the Cabinet of Ministers in December 2005 for authorization to proceed with the RFQ. The Government authorized the MTQ to go ahead with this first stage of the selection process.

Upon completion of this RFQ and in view of, among other things, the terms of the CAR, the Ministère will make any required amendments to the Project. The Project must then be presented to the Cabinet of Ministers in order to obtain the authorizations needed to issue the request for proposals to the three Qualified Respondents and to execute and complete the Project.

After the request for proposals, once the Preferred Proponent has been selected and the final details of the Partnership Agreement have been agreed, the agreement must be submitted to the Cabinet of Ministers for approval before it can be signed by the Government.

2.5 Compensation of Private Partner

In consideration for honouring and fulfilling all of its obligations under the Partnership Agreement, the Private Partner will be compensated through the following types of payments that it will receive from the Government:

- progress payments made during the construction period based on the progress of the work: the “Construction Payments”;
- availability and performance payments made throughout the operating period: the “Availability Payments”;
- payments linked to the toll revenues collected: the “Remittances Linked to Toll Revenues”;
- a final payment at the end of the partnership period based on the condition of the Infrastructure at the time it is handed over to the Government: the “Final Payment”.

The compensation of the Private Partner is presented in greater detail in the Partnership Agreement Term Sheet in **Schedule 3**.

The quantum of the Construction Payments and Final Payment will be specified by the Ministère during the request for proposals stage. The financial proposal of the Qualified Respondents will focus mainly on Availability Payments. The Availability Payments proposed will be a determining factor in the choice of the Private Partner.

Remittances Linked to Toll Revenues

In-depth studies were commissioned by the Ministère in order to estimate the traffic and toll revenues the Partnership may generate. These studies show that demand for a new highway corridor is especially strong during rush hours on business days. An analysis of how sensitive demand is to toll rates revealed that, during morning and evening rush hours, a toll of \$1.50 per vehicle would help minimize traffic jams and maximize the flow of traffic on the bridge during those periods. Outside rush hours, capacity constraints do not limit traffic.

Traffic and revenue forecasts based on the rate grid presented below illustrate that, in 2014, when traffic is expected to stabilize following the ramp-up period of the highway, the average daily traffic flow on the Project should be approximately 40,000 vehicles, generating annual toll revenues of approximately \$14 million (in 2004 dollars).

	Period		
	AM and PM rush hours	Off-peak Daytime	Off-peak Night-time
	(in 2004 dollars)		
Automobiles	\$1.50	\$1.00	\$0.50
Light trucks	\$3.00	\$2.00	\$1.00
Heavy trucks	\$6.00	\$4.00	\$2.00

These toll income estimates are provided strictly for information purposes. The traffic and toll revenue studies will be available, for information purposes only, at the request for proposals stage. However, it will be up to each Qualified Respondent to arrive at its own estimate of toll revenues that the Partnership could potentially generate.

The toll remittance formula will seek to guarantee, as mentioned in the Partnership Agreement term sheet in **Schedule 3**, that the Private Partner receives a substantial portion of the annual revenues forecast in the study carried out by the Ministère's traffic and revenue consultant. Moreover, this formula will allow the Government to keep part of the toll revenues should these significantly exceed, by a proportion that remains to be determined, the annual revenues forecasted in the traffic and revenues study commissioned by the Ministère.



2.6 Toll Framework

The *Act respecting transport infrastructure partnerships* (R.S.Q., ch. P-9.001) provides certain rules concerning road tolls and their collection. In particular, that statute provides Private Partners with the ability to establish, collect and enforce payment of tolls with respect of any road vehicle or class of vehicle on a road infrastructure designated by the Ministre des Transport, subject to any standards that the Government may establish by regulation.

Under the Partnership, the Private Partner will be given considerable leeway to set and collect toll rates payable by users throughout the operating period.

However, as the toll rate is a tool used to manage demand and level of service, the Private Partner must attempt to achieve the results sought by the Ministère, as set out in **Section 2.1**, when setting the tolls that will be charged to users.

The terms and conditions of the toll framework will be presented in greater detail at the request for proposals stage.

This RFQ was authorized under section 60 of the *Public Administration Act* (R.S.Q., ch. A-6.01).

During the selection process and throughout the term of the Partnership Agreement, Respondents must comply with the obligations resulting from the laws and regulations in force and, subject to the provisions of the Partnership Agreement, obtain and maintain the permits and authorizations needed to carry out and manage the Partnership.

2.7 Legislative Framework

The main laws governing the undertaking of the Partnership are the *Act respecting transport infrastructure partnerships* (R.S.Q., ch. P-9.001) and the *Act respecting the Agence des partenariats public-privé du Québec* (R.S.Q., ch. A-7.002). In addition, all laws and regulations of the governments of Québec and Canada must be complied with.



3. Private Partner Selection Process



3.1 Description of the Selection Process

The Private Partner will be chosen following a selection process with two principal stages:

- At the end of this RFQ, three Respondents will be chosen;
- After the request for proposals is issued to the Qualified Respondents, a Private Partner will be selected for the purposes of entering into a Partnership Agreement.

Each stage is described below.

3.1.1 Request for Qualifications

The goal of this RFQ is to select three Respondents that will be asked to proceed with the selection process as part of a PPP.

Respondents participating in the RFQ must show:

- Their technical ability to design and build the Infrastructure, including the toll system;
- Their technical ability to operate and maintain the Infrastructure, including the toll system;
- Their ability to finance the work and their ability to structure the financing required to achieve the goals of the Partnership proposed by the Government.

In the case of a Consortium, it must describe the composition, duties and role of each of its Members and Participants.

3.1.2 Request for Proposals

The terms described here are for information purposes only; details of the request for proposals are provisional and may be amended by the MTQ, in its sole discretion.

The Qualified Respondents selected upon completion of this RFQ will be eligible to submit a detailed proposal for the implementation of the Partnership. Proposals must present the required design in sufficient detail to evaluate the merits thereof, as well as the technical feasibility and financial impact for the Government in connection with the Partnership. More specifically, proposals must include:

- A preliminary design describing the materials and work methods to be used and the design concept;
- The financing plan, including the demonstration that financing is accepted by each financial backer, subject only to a limited number of conditions such as obtaining permits. The MTQ will require that the financial backers confirm their commitment by standard letter, a model of which will be included in the request for proposals;
- The requested Availability Payments;
- An irrevocable letter of credit in the amount of two million dollars will be required upon filing a proposal, and an irrevocable letter of credit in the amount of five million dollars will be required from the Preferred Proponent at the time it is selected.

A draft Partnership Agreement will be included in the request for proposals. Qualified Respondents will have the opportunity to submit comments, questions and suggested amendments to the Partnership Agreement. Suggested amendments must be accompanied by the reasons for requesting the change and the legal text reflecting the suggested amendment. In view of such comments and suggestions, a revised version of the Partnership Agreement will be distributed to the Qualified Respondents.

The request for proposals will include a set of standardized forms. Qualified Respondents must use the forms, in particular to submit their technical proposal and their price proposal. The revised Partnership Agreement should be used by Qualified Respondents whilst preparing their proposal.

This stage will end with the announcement of the Preferred Proponent. As of that moment, the last stages leading to closing of the transaction will consist of finalizing the legal documentation giving effect to the Partnership Agreement, completing the financing and obtaining the Government authorization needed to enter into the Partnership Agreement.

Each Qualified Respondent that has submitted a complete proposal which is judged to be in compliance with the request for proposals but who is not selected to enter into the Partnership Agreement with the Government will receive one million dollars as full and final compensation for all of the costs and expenses it incurred in relation with the Partnership selection process. The terms and conditions for such compensation will be described at the request for proposals stage.

3.2 Project Calendar

Respondents must submit their Submissions no later than by **March 3, 2006 at 3:00 p.m., Montréal time** in accordance with the terms and conditions described in **Chapter 5** of this RFQ. The complete calendar of the selection process is provisionally established as follows:

Activities	Date
1. Issuance of the RFQ	December 22, 2005
2. Information session and site visit	January 16, 2006
3. End of question period relating to the RFQ	February 10, 2006 (3:00 p.m., Montréal time)
4. Deadline for submitting Submissions	March 3, 2006 (3:00 p.m., Montréal time)
5. Announcement of Qualified Respondents invited to the request for proposals	March 31, 2006
6. Issuance of request for proposals	April 2006
7. Deadline for submitting proposals	November 2006
8. Choice and announcement of Preferred Proponent	February 2007
9. Signing of legal documentation regarding the Partnership	April 2007
10. Expected commissioning	2010

The Ministère reserves the right to change this calendar in its complete discretion.



3.3 Transparency of Selection Process

All the selection documents of the MTQ (RFQ, request for proposals and other instructions to Respondents) will be made public, with the exception of sensitive or confidential information.

In addition, the entire selection process, up to the signing of the Partnership Agreement, will be examined by the selection process auditor. At the end of the selection process, he will issue a final report that will be made public.

After the Partnership Agreement is signed, a summary of the comparative study which led the Ministère to conclude that a PPP was the best option for completing a portion of the Project will be made public.



4. Evaluation of Submissions



Submissions must be prepared and submitted according to the Submission Outline set forth in **Schedule 1** of this document.

4.1 Selection Committee

A Selection Committee made up of individuals appointed by the MTQ will analyze and evaluate all Submissions received, and will make the appropriate recommendations to the MTQ. Based on these recommendations, the Ministère will then select the Qualified Respondents.

The Selection Committee will be made up of representatives of the Ministère, the PPPQ, experts from the appropriate fields and a secretary. It will study the Submissions considered eligible according to the requirements and materials indicated in this RFQ.

4.2 Evaluation of Submissions

The evaluation of Submissions will be a two-phased process. The first will consist in ensuring that all eligibility criteria are met.

The second phase will consist in assessing the Submissions in terms of technical ability (project management, environmental management, design, construction, operations, maintenance and rehabilitation of the Infrastructure, including the toll system), financial capability and financing ability.

4.3 Eligibility Criteria

Any Submission that does not meet one or more of the eligibility criteria described below shall be considered ineligible and shall be automatically rejected:

- The Submission must be submitted at the place indicated in this document by the prescribed deadline;
- An authorized representative of the Respondent and of each Member of the Respondent must complete and sign an Undertaking Form which must be in French, in the form and tenor set forth in **Schedule 4**, without alteration or amendment;
- The resolution authorizing a representative of the Respondent and of each Member of the Respondent to sign must accompany the Undertaking Form set forth in **Schedule 4**.

Any other error or omission respecting the Submission will not result in rejection of the Submission, provided that the Respondent rectifies such error or omission at the request and to the satisfaction of the Selection Committee within a maximum period of 72 hours of such request.

4.4 Assessment Criteria

The Selection Committee will evaluate all Submissions considered eligible on the basis of the assessment criteria presented below.

Evaluation Grid	
Assessment criteria	Maximum Grade
1. Financial capability and financing ability	20
2. Ability in project management	20
3. Ability in design	20
4. Ability in management of the environment	10
5. Ability in construction	20
6. Ability in operations, maintenance and rehabilitation	10
Total	100



Because these responsibilities of the Private Partner require experience, expertise and a range of abilities, the Ministère recognizes the difficulty for a single firm to meet all the assessment criteria and, therefore, is open to receiving Submissions from Consortiums formed for the purposes of the Partnership.

For the purposes of evaluating the Submissions, the term “Respondent” will include the subsidiaries of the Respondent, provided that the Submission contains relevant information thereon. Moreover, for these same purposes, the Selection Committee may consider any natural or legal person that will act as Participant or Key Individual of the Respondent if said person agrees to act as Participant or Key Individual³ of the Respondent and that a written undertaking of such person to such effect, drafted in French, is attached to the Submission, in the form and tenor set forth in **Schedule 4**.

The goal of the evaluation is to measure the Respondent’s capability and experience in terms of designing, building, financing, operating and maintaining projects similar to the Partnership. The Selection Committee will choose the Respondents that it believes are the most apt to design, build, finance, operate and maintain the Partnership. The Respondents will be evaluated from a technical as well as from a financial standpoint using the criteria set out in the evaluation grid.

The Submission must specify which of the Member(s), Participant(s) and Key Individual(s) of the Respondent have the expertise, experience and ability required for each assessment criteria.

Where a Submission does not provide for a full team to undertake all the responsibilities and duties contemplated, the Respondent must submit a clear and precise plan regarding the measures it plans to take in order to undertake such responsibilities and duties.

The total weighting of the evaluation grid is 100 and the weighting assigned to each criteria is established on the basis of its relative importance. The Selection Committee will grade each Respondent, for each

criteria, from 0 up to the maximum grade established on the evaluation grid presented herein.

At the written request of the Ministère, a Respondent may provide additional information in order to clarify its Submission. Any such additional information must be provided within no more than three business days of the date of the Selection Committee’s written request to that effect. Additional information thus provided will become an integral part of the Submission.

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

The Selection Committee will determine to what extent each Submission satisfies the requirements of this RFQ and will evaluate it solely on the information contained in its Submission and in the additional or clarifying information that the MTQ may request.

4.5 Choice of Qualified Respondents

From the Respondents that receive at least 60 points, the three Respondents with the greatest number of points will be put on the list of Qualified Respondents.

Under no circumstances does the Ministère undertake to accept any of the Submissions received.

4.6 Transmission of Evaluation Results to the Respondents

Once the evaluation process is terminated, each Respondent shall receive the following information:

- The number of eligible and ineligible Submissions;
- The Respondent’s own grade if its Submission is eligible or, where applicable, the reasons for its ineligibility;
- The names of the Qualified Respondents.

3. Applies only to a Key Individual who is not an employee of the Respondent or a Member or a Participant thereof.



5. Instructions to Respondents



5.1 Date and Place of Delivery

Submissions must be sent to or submitted at the following address:

REQUEST FOR QUALIFICATIONS FOR
COMPLETION OF A PORTION OF
AUTOROUTE 25

PRICEWATERHOUSECOOPERS LLP

Attention: Richard Deslauriers, CA, CBV

1250 René-Lévesque Boulevard West
Suite 2800
Montréal, Québec CANADA H3B 2G4

The deadline for filing Submissions is **March 3, 2006**, at 3:00 p.m. Montréal time. All Submissions received after the deadline will be returned to sender.

The Respondent is responsible for ensuring that its Submission is submitted at the time and place indicated above.

Submissions sent electronically or by fax will not be accepted.

5.2 The Ministère's Representative

For the purpose of ensuring uniformity of interpretation of the RFQ documents and to facilitate the exchange of information, the Ministère designates the following person as its representative:

Ministère's representative:
Richard Deslauriers, CA, CBV

Address: 1250 René-Lévesque Boulevard West
Suite 2800
Montréal, Québec CANADA H3B 2G4
Fax: (514) 205-5695
E-mail address: a25@ca.pwc.com

All requests for information must be made in writing, by letter, e-mail or fax. The Ministère's representative is the only person with whom potential Respondents may communicate regarding this RFQ.

Any information provided by a person other than the Ministère's representative will not be binding on the Government, nor the Ministère and the Respondent must not rely on such information. Any communication with the Ministère or any other unauthorized person could result in the Submission being rejected.

5.3 Examination of Documents

The Respondent must ensure that it has been sent all sections of the RFQ and schedules thereto that are listed in the Table of Contents. Unless the Ministère's representative receives notice to the contrary from the Respondent before the opening of the Submissions, it shall be assumed that the Respondent received all of the aforementioned documents.

The Respondent must carefully examine the RFQ documents and ensure its own understanding of the purpose and requirements of this RFQ. Should the Respondent consider that there are any ambiguities, omissions or contradictions in the documents or if it has any doubts regarding their significance, it must notify the Ministère's representative thereof.

As indicated in the Undertaking Form attached hereto as **Schedule 4**, the Respondent acknowledges, by submitting its Submission, that it has read the documents and agrees to the clauses, charges, terms and conditions set forth therein.



5.4 Questions and Answers

All Respondents who have questions concerning this RFQ must submit them in writing to the Ministère's representative starting January 4, 2006 at 9:00 a.m. The deadline for receiving questions is February 10, 2006 at 3:00 p.m. Montréal time.

If a question or answer results in an amendment to this RFQ, an addendum will be sent to all parties who requested the RFQ document. Only the information that the Ministère's representative furnishes in writing in the form of an addendum will be used to amend the RFQ requirements.

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

An addendum will complete or replace the information and requirements contained in this RFQ, where applicable. Subject to the Ministère's right to treat any question or request for clarification in the manner it deems fit, answers in the form of an addendum to the RFQ together with the relevant questions will be posted (without revealing the identity of the Respondent) on the electronic request for proposals system used by the Government known as the *Système électronique d'appel d'offres* (SEAO).

5.5 Information Session and Site Visit

The Ministère will hold an information session and site visit on January 16, 2006 in Montréal. All potential Respondents who requested a copy of this document will be invited to attend.

During the information session, the Ministère will present the Project, this RFQ document and the term sheet for the contemplated Partnership Agreement.

5.6 Preparation and Submission of Submissions

A Selection Committee will be responsible for evaluating the Submissions in accordance with the criteria and weighting defined in **Chapter 4**. It is therefore essential that Respondents provide, in a precise and ordered manner, their responses to the established criteria by demonstrating, for each criteria, why they are capable of executing and completing the Partnership.

The rules for submitting Submissions are as follows:

- With the exception of financial statements and annual reports that may be drafted in French or in English, the Submission and documents related thereto, if any, must be drafted in French. However, the Respondent may, at its discretion, submit additional information in French or in English provided that such information is not strictly necessary to respond to this RFQ;
- The Submission outline set forth in **Schedule 1** must be complied with.

The Ministère prefers that all submission documents comply with the following:

- The Submission must be submitted on 8½" x 11" paper or its equivalent in the international system (A4);
- The description of each project must not be more than five pages long;
- The document must be printed in size 12 font and be single spaced;
- The Respondent must submit its Submission in 10 signed copies, including one clearly identified original, the whole in a sealed package with the return label provided in **Schedule 5**.



5.7 Withdrawal of Submission

A Respondent may withdraw its Submission at any time upon written notice delivered to the Ministère's representative before the time and date fixed for receiving Submissions, without inasmuch affecting its right to submit a new Submission within the prescribed time period.

5.8 Opening of Submissions

The Ministère's representative will publicly disclose, on expiration of the deadline for submitting Submissions, the names of Respondents who submitted Submissions and he will send a copy of that list to any Respondent who so requests.



6. General Conditions

6.1 Eligibility

Because of their involvement in the Project, the enterprises listed in **Section 1.6** of this document and all persons related to or Associated Companies of those enterprises are not eligible to participate in the Partnership as a Member, Participant, or Key Individual of a Respondent's team, or play any other role for or on behalf of the Respondent.

6.2 Communication

Under penalty of rejection of their Submission, Respondents must abstain from communicating in connection with this RFQ and the Project with members of the Québec National Assembly or their staff, Government civil servants or any person associated with the Project in any manner whatsoever, except the Ministère's representative designated in **Section 5.2**.

6.3 Confidentiality

The Ministère will preserve the confidentiality of the information furnished by Respondents to the extent prescribed in the *Act respecting Access to documents held by public bodies and the Protection of personal information* (R.S.Q., ch. A-2.1).

Any person who submits a Submission, by virtue thereof, consents to disclosure of the following information:

- its name and whether its Submission was accepted or refused;
- where applicable, that its Submission was accepted.

The above paragraph applies to every Member and Participant of a Respondent, adapted as necessary.

6.4 Conflicts of Interest

The Respondent agrees to avoid any situation that would put its personal interests in conflict with those of the Ministère or the Government. Should such a situation occur, the Respondent must immediately inform the Ministère's representative accordingly. The Ministère may, in its sole discretion, instruct the Respondent how to remedy the conflict of interest or it may disqualify the Respondent concerned.

No Member, Participant or Key Individual of a Respondent (or persons related to and Associated Companies of said Member, Participant or Key Individual) may be part of another Respondent filing an Submission in response to this RFQ.

The Ministère intends to appoint a conflict of interest arbitrator who will resolve any eligibility issues under **Section 6.1** and any conflict of interest issues that may arise in the context of the RFQ. All decisions rendered by the conflict of interest arbitrator, whether in response to an application for an advance ruling or at the request of the Ministère at any stage of the RFQ, will be final and enforceable against the persons that requested arbitration and any other party to the RFQ (including a Respondent, a Member, Participant or Key Individual, related or associated persons or companies, persons subject to **Section 6.1**, and the Ministère).



6.5 Collusion

Each Respondent must submit its Submission without any joint action, exchange or comparison of information or any agreement with any other Respondent (or any other employee, representative or Member or Participant of a Respondent). Each Respondent is responsible for ensuring that it participates in this RFQ process honestly and without collusion or fraud. Should there be any collusion or fraud, the Ministère may, in particular, disqualify the Respondent concerned.

6.6 Respondents' Costs and Expenses

In the context of this RFQ, the Ministère will not reimburse any costs or expenses incurred by Respondents.

6.7 Change in the Composition of a Respondent

The Respondent may not add, delete or replace a Member, Participant or Key Individual of a Respondent or make any change in the participation of any Member, Participant or Key Individual after its Submission has been filed in connection with this RFQ, and this until the Qualified Respondents are announced.

Should a Qualified Respondent wish to add, delete or replace a Member, a Participant or a Key Individual, or make any change in the participation of any Member, Participant or Key Individual, the Qualified Respondent must submit these changes to the Ministère's representative in writing, and explain the nature of and reasons for such change in order that the Ministère may evaluate the request.

All proposed changes will be subject to the examination and approval of the Ministère, in its entire discretion. Any change that violates the provisions of this section may result in the disqualification of the Qualified Respondent.

6.8 Ministère's Rights

The Ministère has full power to conduct an independent verification of information pertaining to a Respondent.

This RFQ does not oblige the Ministère to award a contract to any party whatsoever, nor does this RFQ constitute an offer to enter into a contract with any party whatsoever.

The Ministère reserves the right, and the full power, to amend the dates, schedules, limits and scope of the Project or the Partnership, to reject any or all Submissions, to cancel this RFQ or the Partnership, to launch a new RFQ for the Partnership, to amend the selection process or decide that it will not issue the request for proposals, without incurring its liability in respect of any costs or damages incurred by any Respondent. Without limiting the generality of the foregoing, the Ministère reserves the right, and the full power, to amend or cancel this RFQ or the Partnership at any time should the necessary environmental or other government approvals not be obtained at the proper time.

The Ministère reserves the right, and the full power, to exclude or authorize the correction of any irregularity it considers minor appearing in any Submission, and to request clarifications or supplementary information respecting any Submission.



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

No recourse or legal action may be taken against the Government, the Ministère or their representatives and advisers for any reason whatsoever relating to the exercise of the rights and powers described in this **Section 6.8**.

6.9 Ministère's Liability Regarding Accuracy of Information

The Ministère, organizations, companies and persons listed in **Section 1.6** above disclaim any responsibility and provide no warranty as to the accuracy, pertinence or completeness of information emanating from a third party or the Ministère that is provided to a Respondent regarding this RFQ. Potential Respondents should only consider the information referred to herein.

6.10 No Recourse

No recourse or legal action may be taken against the Government, the Ministère or their representatives and advisers for any reason whatsoever that may arise from the preparation, submission or receipt of a Submission.

6.11 Ownership of Documents

All Submissions submitted by Respondents, and all documents enclosed therewith, will become the exclusive property of the Ministère, without compensation.

6.12 Official Version of the RFQ

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

6.13 Official Language

Under section 21 of the *Charter of the French language* (R.S.Q., ch. C-11), contracts entered into by the Government, its departments and bodies must be drafted in the official language, namely French.

Schedules



1. Submission Outline
2. Description of Main Technical Requirements for the Completion of Autoroute 25
3. Partnership Agreement Term Sheet
4. Undertaking Form
5. Return Label



Schedule 1

Submission Outline



Submissions must adhere to the Submission Outline set forth in this Schedule and follow the indicated order and numbering.

In its Submission, the Respondent must present only information that pertains to its organization and its own experience, including information respecting its Members and Participants, including Key Individuals, and, where applicable, the curriculum vitae of Key Individuals who are not employees of a Respondent or one of its Members or Participants. Only information pertaining to the Respondent, its Members and Participants, and the Key Individuals who are not employees of the Respondent, one of its Members or Participants that have signed an Undertaking Form (see **Schedule 4**), will be considered.

1. INTRODUCTION

The Respondent must present its Submission by inserting its Undertaking Forms in the first pages (**Schedule 4**). Every Member and Participant must sign an Undertaking Form. Where applicable, every Key Individual who is not employed by the Respondent, one of its Members or Participants must also sign an Undertaking Form.

The Respondent will then provide details with respect to the main features of its Submission, and then present, where applicable, the Members and Participants involved giving a precise description of their contribution to the Partnership.

2. PRESENTATION OF THE RESPONDENT

2.1 Description of the Respondent

A description of the Respondent must be provided, including a description of all of its Members and Participants and of the nature of their legal relationship. The following must also be provided:

- a general introduction to the Respondent;
- the location of the Respondent's principal place of business;
- identification of the Respondent's principal businesses.

The Respondent must also present this information for each of its Members and Participants. It must also submit the agreement or memorandum of understanding establishing the Consortium as well as the percentage of each Member's interest.

2.2 Roles of the Members and Participants

Describe the respective roles of the Members and Participants of the Respondent and provide a corporate organizational chart showing the relationships among them. The Respondent must demonstrate that it satisfies the Partnership requirements.

2.3 Roles of Key Individuals

Describe the roles to be assumed by Key Individuals by preparing one or more organizational charts describing the organization of the project in its various phases and including the roles of the Key Individuals. Ensure that the Key Individuals meet the Partnership's requirements in terms of experience, as set forth in this schedule. As described in item 5 of this schedule, the curriculum vitae of each Key Individual must be provided.



2.4 Majority Interests

Indicate the persons or enterprises that hold a substantial or majority interest with respect to the Respondent or, where applicable, with respect to each Member of the Consortium.

2.5 Prior Joint Accomplishments

Briefly describe the prior joint accomplishments of the Members and Participants of the Respondent (corporate relations), on the one hand, and the Key Individuals (individual relations), on the other.

2.6 Quality Assurance Program

The Respondent must demonstrate that it has experience implementing and carrying out a quality assurance program of a calibre equivalent to ISO 9001:2000 standards.

2.7 Identification of a Representative of the Respondent

Provide the name and contact information of the representative of the Respondent with which the Ministère must communicate for any request, question or clarification. The contact information must include a telephone number, fax number, e-mail address and mailing address.



3. FINANCIAL CAPABILITY AND FINANCING ABILITY

The Respondent must demonstrate that it has sufficient financial resources and skills to bring the Partnership to fruition based on the criteria set out in **Section 3.1 to 3.5** below.

3.1 Financial Statements and Other Financial Information

The Respondent must provide the following documents for each Member and Participant:

- The audited annual financial statements for the last five fiscal years or, in their absence, unaudited statements, and copies of the quarterly financial statements for each quarter since the last annual financial statement produced, or, in their absence, the equivalent financial information;
- Annual reports, including management's discussion and analysis, if any, or other comparable information if the annual reports or the management's discussion and analysis are unavailable;
- Information pertaining to financial requirements for current projects, including project names, their capital value, the proposed financial participation and the order book;
- Confirmation of the absence of any material financial information not disclosed in information already provided, signed by the entity's chief financial officer or comptroller, or by a director, agent or employee of the entity authorized to sign such confirmation;

- Confirmation of the absence of any material adverse change not disclosed in information already provided, signed by the director or the comptroller of the entity, or by a director, agent or employee of the entity who is authorized to sign such confirmation;
- For entities that have debt rated by a credit rating agency, a copy of the most recent rating report (including all credit warnings issued since publication of the report) from each credit rating agency evaluating the entity's indebtedness, or a confirmation of the absence of any such information; if this report is not available in French, the Respondent must provide a copy of the original, along with a French translation;
- A declaration authorizing the Government to examine their credit rating;
- Any other pertinent information.

3.2 Evidence of Ability to Obtain Insurance

The Respondent must provide evidence that it is able to obtain the appropriate insurance coverage needed to protect itself and its Members and Participants, as well as the Government and its agents, employees, mandataries, successors and assigns, and evidence that they can obtain comprehensive all risks property insurance, full civil liability insurance with respect to the Partnership and any other insurance that would normally be obtained by a prudent respondent involved in a project similar⁴ in scope to that of the Partnership. This evidence may take on the form of a letter of intent obtained from a certified insurer.

3.3 Evidence of Ability to Secure Guarantees (Bonds or Letters of Credit)

In order to demonstrate its financial soundness, the Respondent must provide evidence of its ability to obtain performance bonds and labour and material payment bonds for the Partnership totalling at least \$150 million or, alternately, a letter of credit for the Partnership totalling at least \$30 million. This evidence may take the form of a letter of intent from a bonding company or other financial institution authorized to do business in Québec. (Evidence of guarantee must not be interpreted as a guarantee requirement for the Partnership).

3.4 Ability to Obtain Financing

The Respondent must describe three projects demonstrating its experience with respect to the development and implementation of financing for comparable projects. The Respondent must indicate which Members or Participants are responsible for structuring and implementing financing for the Partnership. The three projects presented must have been carried out by these Members or Participants.

For each project listed, indicate the following:

- the total project cost;
- its commercial structure;
- its financing structure;
- the types of financial instruments used;
- the terms and conditions of the financing;
- the financial institutions involved.

The institution that participated in the financing of the projects described need not be an integral part of the Respondent's team. The Respondent must be able to show that it was able to arrange the requisite project financing.

4. A project worth approximately \$325 million.

3.5 Preliminary Financing Plan

The Respondent must provide a preliminary financing plan and the sources of financing for carrying out the Partnership by specifying the preliminary proportions of shareholders' equity and borrowings (bank or bond borrowings). The Respondent is not required to show that financing for the Partnership is in place; it need only indicate its general preliminary approach for obtaining such financing.

This financing plan is presented to the MTQ for information purposes only, and will not be evaluated.

4. INFRASTRUCTURE DEVELOPMENT CAPABILITY

The Respondent must prove that it has sufficient resources and technical skills to bring the Partnership to fruition on the basis of the criteria established in Sections 4.1 to 4.5 below.

4.1 Ability in Project Management

The Respondent must describe three projects demonstrating its expertise in project management. Those projects must be comparable to the Partnership in terms of scope, content, costs and activity scheduling in order for the experience to be valid for the purposes hereof. The Respondent must indicate which of its Members or Participants will be responsible for project management on behalf of the Partnership. The three projects presented must have been carried out by these Members for project management Participants.

The expertise demonstrated must specify the:

- Project management approach for the projects (construction, design-build, design-build-operate, etc.);
- Contextual and technical complexity;
- Cohesiveness of the team: experience of the group in working together, their complementary skills and the projects previously accomplished by such integrated team;
- Management systems used;
- Management of costs, changes and compliance with established budgets;
- Administration of activity scheduling throughout all stages (design, construction, commissioning, etc.);
- Risk management;
- Quality assurance program and certification obtained;
- Construction site health and safety programs.

4.2 Ability in Design

The Respondent must give a description of four projects (two highway and two major bridge projects) in which it demonstrated its expertise in design. The projects must be comparable to the Partnership in terms of scope, content, cost and activity scheduling in order for the experience to be valid for the purposes hereof. The Respondent must indicate which of its Members or Participants will be responsible for the design of the Partnership. The four projects presented must have been carried out by these Members or Participants.



Highway projects:

The expertise demonstrated must specify experience in designing:

- Highways (length, location, design criteria, geometry, complexity, etc.);
- Interchanges (similar complexity and traffic control);
- Overpasses and other structures (culverts, walls, etc.);
- Electronic toll systems;
- Works related to highway projects (road drainage, electrical utilities, intelligent transportation systems, signs).

Major bridges:

The expertise demonstrated must specify experience in designing:

- Bridges with spans of more than 200 meters;
- Materials and methods used;
- Types of foundations and decks;
- Climatic conditions in which work was carried out.

In the projects presented, the Respondent must also specify the following:

- Experience integrating construction requirements into design;
- Experience integrating operations and maintenance requirements into design;
- Innovative design;
- Prizes and acknowledgements.

4.3 Ability in Management of the Environment

The Respondent must describe two projects demonstrating its expertise in management of the environment. Such projects must be comparable to the Partnership in terms of scope, content, cost and activity scheduling in order for the experience to be valid for the purposes hereof. The Respondent must indicate which of its Members or Participants will be responsible for environmental management on behalf of the Partnership. The two projects presented must have been carried out by these Members or Participants.

The expertise demonstrated must highlight:

- Implementation, during the execution of these projects, of an environmental management plan that meets ISO 14000 standards;
- Environmental protection (works in rivers and riverbeds, noise-abatement walls, wildlife protection, controlling soil erosion, etc.);
- Deployment of environmental management and monitoring systems;
- Site development (landscape design, urban design approach, etc.).

The Respondent must also highlight the following elements in the projects presented:

- Experience integrating environmental requirements into design, construction, operation and maintenance;
- Innovative design;
- Prizes and acknowledgements.



4.4 Ability in Construction

The Respondent must describe four projects (two highway projects and two major bridge projects) in which it demonstrated its expertise in construction. Such projects must be comparable to the Partnership in terms of scope, content, cost and activity scheduling in order for the experience to be valid for the purposes hereof. The Respondent must indicate which of its Members or Participants will be responsible for construction on behalf of the Partnership. The four projects presented must have been carried out by these Members or Participants.

Highway projects:

The expertise demonstrated must specify the following construction experience:

- Highways (length, setting, design criteria, geometry, complexity, etc.);
- Interchanges (similar complexity and traffic control);
- Overpasses and other structures (culverts, walls, etc.);
- Electronic toll system;
- Works related to highway projects (road drainage, electric services, intelligent transportation systems, signs).

Major bridges:

The expertise demonstrated must specify the following construction experience:

- Bridges with spans of more than 200 meters;
- Foundations and decks;
- Construction methods: construction engineering, methods used for compliance with environmental constraints, etc.

In the projects presented, the Respondent must also specify the following:

- Experience integrating operational and maintenance requirements into construction;
- Experience working in cold climates, including frost and snowfall;
- Innovative construction design;
- Prizes and acknowledgements.

4.5 Ability in Operations, Maintenance and Rehabilitation

The Respondent must describe three projects (one highway project, one major bridge project (with a span of more than 200 meters) and one electronic toll system project) in which it demonstrated its expertise in operations, maintenance and rehabilitation. The projects must be comparable to the Partnership in terms of scope and content for the experience to be valid for the purposes hereof. The Respondent must indicate which of its Members or Participants will be responsible for operations, maintenance and rehabilitation (highway, bridge and toll system) on behalf of the Partnership. The three projects presented must have been carried out by these Members or Participants.

Moreover, the Respondent must demonstrate, using the reference projects, that it has pertinent achievements.



The expertise demonstrated must specify the following elements:

- Operation and maintenance plans, including major rehabilitations;
- Management of maintenance and rehabilitation agreements;
- Traffic flow management;
- Experience maintaining and operating an electronic toll system;
- Experience in communications with users;
- Experience in communications with public services (police, firemen, patrols, etc.).

In the projects presented, the Respondent must also specify the following:

- Innovative operation and repair design;
- Experience operating roads in cold climates, including snow removal and de-icing;
- Prizes and acknowledgements.

5. CURRICULUM VITAE OF KEY INDIVIDUALS

The Respondents must provide, for evaluation purposes, the curriculum vitae of no more than 10 Key Individuals to whom they intend to entrust major responsibilities associated with the Partnership. If a Key Individual is not an employee of the Respondent or one of its Members or Participants, he or she must sign the Undertaking Form (see **Schedule 4**) in order to be considered for evaluation purposes.

Key Individuals specifically include the following:

- project director;
- assistant project director;
- person in charge of structure design;
- person in charge of highway design;
- person in charge of construction;
- person in charge of operations and maintenance;
- person in charge of design, construction and operation of the electronic toll system;
- person in charge of structuring the financing.

The curriculum vitae must demonstrate that each Key Individual has recent, considerable and valid professional experience in all or some of the functional competencies listed in the relevant sections above, and any other functional competency needed to carry out projects of a nature and scope similar to the Partnership's. The curriculum vitae should also include the following:

- Identity of their current employer;
- Number of years of experience in the transportation infrastructure industry, and the positions held;
- Number of years of experience in the role proposed for the Partnership;
- The role played in each project presented;
- Experience in carrying out multi disciplinary projects, such as design, construction, operations, maintenance and rehabilitation;
- Proof of the official credentials required, where applicable, to practice in the province of Québec;
- Sound knowledge of the standards that apply in Québec and Canada;
- At least three references from clients who can confirm the quality of relevant accomplishments in previous projects;

By executing an Undertaking Form, the Respondent certifies the availability of each Key Individual for the Partnership.



6. UNIFORM PRESENTATION OF PROJECTS

For each project presented in **Sections 3.4 to 4.5**, the Respondent will provide a description of no more than five pages per project, as per the instructions in **Section 5.6** of the RFQ. A single project may be presented more than once to illustrate different skills. Information on each project must include:

- The name and location of the project, and the name of the client;
- A photo depicting the physical scale of the project;
- The project commencement and completion dates, and the dates on which the Respondent, its Members and Participants worked on the project;
- A summary description of the project;
- A detailed description showing the work performed and responsibilities assumed by the Respondent, its Members and Participants which are similar to those sought for the Partnership;
- The name, title and role played in these projects by the Key Individuals presented by the Respondent for the Partnership;
- The initial budget and final cost of the Project;
- Litigation and claims, settled or pending, in which the Respondent, its Members or Participants are involved;
- At the very least, a reference from the project client (name, position, organization, current address, telephone number, fax number and email address). The Ministère must be able to consult each reference without intermediary;
- Any other element that demonstrates the expertise of the Respondent, its Members, Participants or Key Individuals.

SCHEDULE(S)

The Respondent may include any other information it deems relevant. All additional information must be presented in an appendix so as to limit the size of the main document as much as possible. The Ministère reserves the right, however, not to consider such information.

The Respondent must attach all documents required, including the form set out in **Schedule 4**, in the RFQ documentation, that are not expressly referred to in this Schedule 1.



Schedule 2

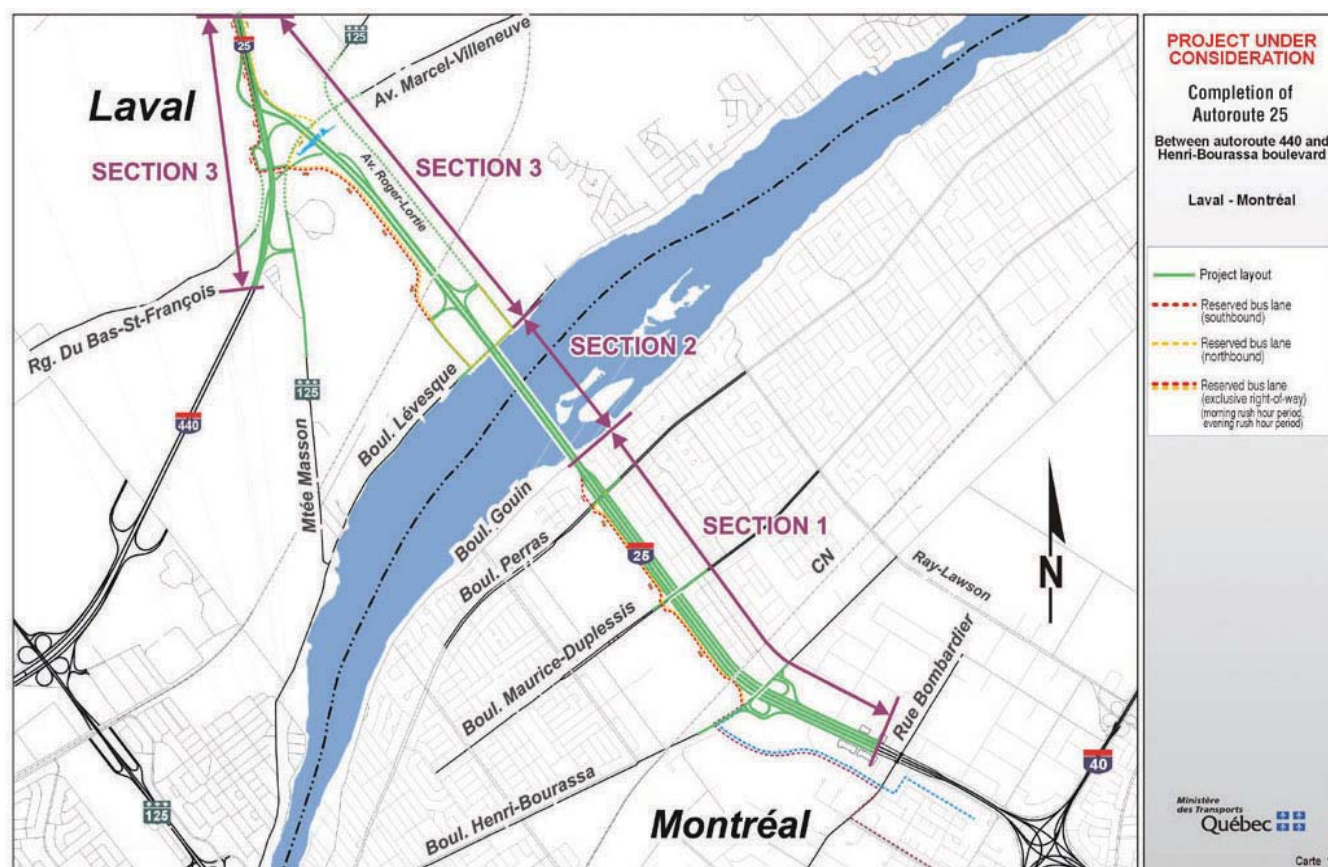
Description of the Main Technical Requirements for the Completion of Autoroute 25



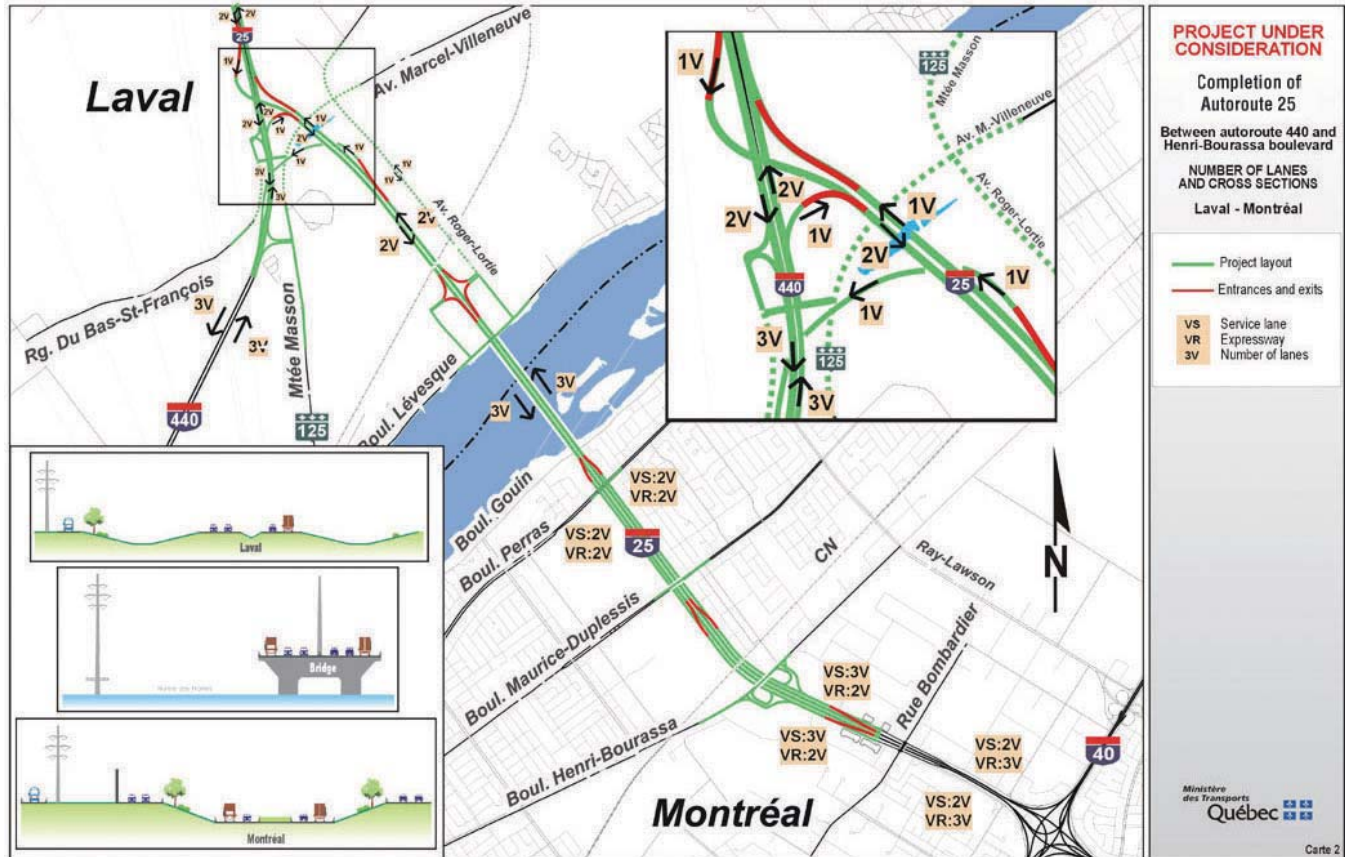
The MTQ has considered several layouts which will achieve the results sought for the Project by 2010. The layout which best achieves the results sought while minimizing costs was studied in greater detail and was used to start the provincial environmental approval process. The designs for the Project which will be proposed during the request for proposals by Qualified Respondents may stray from the layout drawn up by the Ministère but they must respect the requirements,

including the environmental requirements, and all results sought by the Project, trade practices, standards of the Ministère in terms of design, construction and maintenance of the Infrastructure, and all other standards and requirements specified in the request for proposals.

This schedule presents the main design requirements, as contemplated by the Ministère⁵. The following maps show the three sections of the Project.



5. For more information on the Project, visit the MTQ's Internet site at <http://www.mtq.gouv.qc.ca/bmoppp>



The entire Project is 7.2 km long, and extends from Henri-Bourassa Boulevard in Montréal to the existing Autoroute 440 junction in eastern Laval.

In addition to the expressways, there is a 2.5 km long stretch of service lanes in Montréal, access ramps to the express lanes in Montréal and Laval, ramps to the Lévesque and A-440/A-25 interchanges, changes made to the Laval and Montréal municipal networks, three overpasses in Montréal and the Canadian National Railway overpass, also in Montréal.



Description of Main Components of Section 1

The part of the Project on the Island of Montréal, identified as Section 1, includes the following main physical components:

- Connections between the express lanes and existing service lanes of Autoroute 25, starting approximately 150 meters south of the Larrey Street overpass, up to the Project's expressways and service lanes under Henri-Bourassa Boulevard;
- The Henri-Bourassa, Maurice-Duplessis and Perras Boulevards overpasses, with their current geometrical configuration over the express lanes and service lanes, including access ramps, traffic lights and all necessary ancillary works;
- The four express lanes from the connection point near Henri-Bourassa Boulevard, up to the bridge abutment near Gouin Boulevard, including the proposed entrances and exits between the service lanes and express lanes;
- The east service lane, including two lanes for each direction, the redeployment of Louis-Hippolyte-Lafontaine Boulevard, noise barriers, local connections (Arthur Léveillé, the reserved bus lane, streets and local lots, etc.) and any deployment to accommodate the public utilities required by the Project and surrounding neighbourhood;
- All work relating to the Project, such as drainage, lighting, signage, landscaping, environmental protection and any other equipment that the Ministère would be required to provide had it designed and carried out the Project itself;
- Extending and connecting to the Ministère's traffic management system from a point located on the Anjou interchange up to the A-440/A-25 interchange in Laval.

Of these components, only the following will be carried out by the Ministère using a traditional approach, and are therefore excluded from the Partnership:

- The Canadian National Railway overpass over the Project's express lanes and service lanes;
- The reserved bus lane on the right-of-way;
- The west service lane between Perras and Henri-Bourassa Boulevards.

Description of the Main Components of Section 2

The portion of the Project that crosses the Rivière des Prairies, identified as Section 2, is a bridge.

The Project's main bridge is approximately 1,200 meters long and has several spans, one of which is sufficiently long to cover a sensitive area of the river estimated to be 200 meters wide. This bridge will allow traffic to cross the Rivière des Prairies on six lanes. The work includes all required components between the south bridge abutment near Gouin Boulevard in Montréal, and the north bridge abutment near Lévesque Boulevard in Laval.

All components of Section 2 are part of the Partnership.



The Description of the Main Components of Section 3

The part of the Project on the Ville de Laval's territory, identified as Section 3, includes the following physical components:

- Four express lanes between the abutment of the main bridge and the point at which the Project connects to the A-440 interchange and Autoroute 25, still to be constructed;
- The Lévesque interchange includes layouts of traffic lights as well as north and south-bound highway ramps for Autoroute 25, still to be constructed.
- The geometric design of the access ramps anticipates their future use as a local service road;
- The fully electronic toll system and equipment needed to collect user fees. This component of the Project could include, depending on the Respondent's design, a customer service centre that will also serve as the Project's technical service centre. For the purposes of its presentation of the Project to the Bureau d'audiences publiques sur l'environnement, the Ministère placed the collection station at the north end of the bridge.
- Any necessary protection and redeployment of the railway overpass of Canadian Pacific (Québec Gatineau Railway) and all responsibilities that the Ministère contracted by agreement with Canadian Pacific in respect of the said railway overpass;
- The A-440/A-25 interchange, still to be built, along with redeployment of the existing municipal boulevards and expressways. The interchange must be designed so as not to encroach upon the existing marsh.

Of these components, only the following will be carried out by the Ministère using a traditional approach, and are therefore excluded from the Partnership:

- Roger-Lortie Avenue;
- Montée Masson/Marcel-Villeneuve Avenue;
- A reserved bus lane on the right-of-way and the access ramp between Montée Masson/Marcel Villeneuve Avenue and the A-25 North;
- The on and off ramps of the A-440 North for Montée Masson/Marcel-Villeneuve Avenue;
- The structures located on the A-25 North/A-440 West ramp at the Montée Masson/Marcel-Villeneuve Avenue and A-440 crossing.

The Private Partner will remain responsible for completing the connection of the Infrastructure to the Project.



Schedule 3

Partnership Agreement Term Sheet



Glossary

Unless the context dictates otherwise, the following words and expressions used in this term sheet will have the meaning attributed in the glossary of the RFQ.

Disclaimer

This term sheet is submitted for information purposes only in order to illustrate what type of partnership the Ministère foresees. The terms and conditions of the Partnership will be set out in the draft Partnership Agreement that will be given to the Qualified Respondents in connection with the request for proposals.

1. OBJECT; PARTIES:

Pursuant to the Partnership Agreement, the Private Partner (which may be a project company established for the purposes of the Partnership) will be responsible for designing, building, financing, operating, managing and maintaining the Infrastructure, including the toll system. The MTQ will make available to the Private Partner the right-of-way necessary for the purposes of the Partnership. The MTQ will remain the owner of the right-of-way and become the owner of the Infrastructure (including the toll system) as it is built. The Government will also hold all intellectual property rights needed to operate the toll system.

2. TERM:

The term of the Partnership will be 35 years, including the design and construction period, except in the event of early termination.

3. ALLOCATION OF RISKS AND RESPONSIBILITIES:

3.1 The Partnership Agreement will allocate the risks between the Parties and define their respective responsibilities in connection with the Partnership. Table 1 presented at the end of this Schedule gives an overview of the allocation of some of the risks and responsibilities.

3.2 The Partnership Agreement will require that the Private Partner design, build and finance all of the works of the Partnership. The Private Partner will also be responsible for operating and maintaining the Infrastructure throughout the operating period.

4. PAYMENTS:

The following payments will be made to the Private Partner:

4.1 Progress payments totalling approximately \$80 million made throughout the design and construction period (the “Construction Payments”);

4.2 Every six months after commissioning, an availability and performance payment (the “Availability Payments”);

4.3 Every six months after commissioning, a payment linked to toll revenues collected (the “Remittances Linked to Toll Revenues”), subject to the sharing arrangement explained in item 6;

4.4 At the scheduled end of the Partnership Agreement, a final payment of \$100 million (in current dollars of the year in which the payment is made), subject to the state of the Infrastructure and other conditions set out in the Partnership Agreement (the “Final Payment”).



The Construction Payments, Availability Payments, Remittances Linked to Toll Revenues and Final Payment are collectively referred to herein as the “Payments”.

5. AVAILABILITY PAYMENT TERMS AND CONDITIONS:

The first Availability Payment shall be payable at the end of the first six (6) months after commissioning. Payment of each Availability Payment will be linked to two essential conditions:

- Availability of the Infrastructure;
- Performance of the Infrastructure.

In a proportion of 60 to 80%, the Availability Payment payable for the six-month period will be linked to the actual availability of the Infrastructure during that six-month period, regardless of its performance. The availability parameters will be defined in the Partnership Agreement and will be based, among other things, on the minimum availability of the Infrastructure during the six months expressed in terms of number of lanes and time.

In a proportion of 20 to 40%, the Availability Payment will be linked to the achievement, during that six-month period, of performance criteria such as the level of service, maintenance, etc. The performance criteria will be described in detail in the Partnership Agreement.

6. REMITTANCES LINKED TO TOLL REVENUES:

6.1 The Private Partner may establish and collect tolls charged with respect to the Infrastructure, subject to those standards that will be set forth in the Partnership Agreement or by Government regulation. The toll will be collected on behalf of and remitted to the Government.

6.2 The Private Partner will be entitled to receive Remittances Linked to Toll Revenues in amounts linked to the toll revenues actually collected and remitted to the Government, subject to the adjustments described below. Toll revenues include revenues collected from all types of fees charged to users of the Infrastructure.

6.3 The toll remittance formula is designed to guarantee the Private Partner a substantial portion of the annual revenues forecast in the study conducted by the traffic and revenue adviser of the Ministère, provided the Private Partner meets the requirements that will be set out in the Partnership Agreement.

6.4 Moreover, this formula will allow the Government to keep a portion of toll revenues should these significantly exceed, in a proportion that remains to be determined, the annual revenues forecasted in the Ministère’s traffic and revenues study.



7. FINAL PAYMENT TERMS AND CONDITIONS:

The handing over conditions required by the Government, the process for inspecting the condition of the Infrastructure and the mechanism for calculating the Final Payment will be described in detail in the Partnership Agreement.

8. OTHER REVENUES AND SERVICES:

The Private Partner may offer no other service and receive no other revenue generated by the Infrastructure or its right-of-way without the prior consent of the MTQ.

The Private Partner may, however, establish administrative and other ancillary fees and charge these to users, subject to the standards set out in the Partnership Agreement or by Government regulation.

9. INSURANCE AND GUARANTEES:

The Partnership Agreement will provide that appropriate insurance coverage, guarantees, letters of credit and bonds are put in place and maintained.

10. ADDITION OF CAPACITY:

The terms and conditions relating to the construction and commissioning of an additional lane will be specified in the Partnership Agreement.

11. GOVERNMENT PREROGATIVES:

The Partnership Agreement will vest the Government with the right to use the site, the Infrastructure and right-of-way for public utilities, and portions of the Infrastructure for mass transit, between Montréal and Laval. The Private Partner will be bound to comply with certain rights of passage and public servitudes granted by the MTQ over the right-of-way.

The Private Partner will operate and maintain all road infrastructures in accordance with the *Highway Safety Code* (R.S.Q., ch. C-24.2) and any other legislation governing public highways (including any future legislation).

The Government reserves the right to legislate and ensure the application of any law governing the Infrastructure. The Government will not be limited as to new transport services it may offer, whether or not these services compete with the Project in future.

The Partnership Agreement will provide, however, for provisions to indemnify the Private Partner in the event of a discriminatory action by Government or in the event of a termination for convenience by the Government of the Partnership Agreement.

12. GENERAL:

Adequate assurance that the Private Partner has the financial capacity to assume and honour its obligations and responsibilities under the Partnership Agreement must be provided by the Private Partner, its Members and/or an obligator, as the case may be. The terms, conditions and limits thereof will be set out in the Partnership Agreement.

The Partnership Agreement will contain the terms, conditions, representations, warranties and indemnifications common to this type of PPP transaction.



TABLE 1
Allocation of Certain Risks and Responsibilities

Risks and Responsibilities	Responsibility allocated to:	
	Private Partner	Government
Obtaining environmental permits and authorizations		
– CAR		✓
– CAC	✓	
– necessary federal permits and authorizations	✓	
Authorizations under an <i>Act respecting Land Use Planning and Development</i> (R.S.Q., ch. A-19.1)		✓
Other permits and authorizations	✓	
Design and construction of the Infrastructure and of the toll system which are the object of the PPP		
– cost overruns	✓	
– delays	✓	
– relocation of public utilities	✓	
– selection of toll technology	✓	
– soil contamination – before execution of the Partnership Agreement		✓
– soil contamination – after execution of the Partnership Agreement	✓	
– geotechnical risks	✓	
Design and construction of that part of the infrastructure to be completed by the MTQ using a traditional approach		
– cost overruns		✓
– delays		✓
– Canadian National Railway overpass		✓
Financing and financing conditions		
– risk of inflation during the construction period	✓	
– risk of inflation during the operating period	✓	✓
– risk of base interest rate fluctuations between the time of selection of the Preferred Proponent and the date of financial close		✓
– risk of interest rate fluctuations after the date of financial close	✓	
– sharing of refinancing gains	✓	✓
Acquisition and ownership of the right-of-way		✓
Obtaining servitudes		✓



TABLE 1
Allocation of Certain Risks and Responsibilities

Risks and Responsibilities	Responsibility allocated to:	
	Private Partner	Government
Assumption of all risks and liabilities related to the site, the Infrastructure and toll system	✓	
Operations and maintenance		
– operations of the Infrastructure	✓	
– operations and functioning of the toll system	✓	
– regular maintenance of the Infrastructure and of the toll system	✓	
– major maintenance of the Infrastructure and of the toll system	✓	
– condition of assets upon hand over to the Government at the end of the Partnership Period	✓	
Toll (see Section 6 – <i>Remittances linked to toll revenues</i>)	✓	✓
Inability to collect tolls	✓	
Settlement of Payments		✓
Principal contractor as used under the <i>Act respecting Occupational Health and Safety</i> (R.S.Q., ch. S-2.1)	✓	



Schedule 4 Undertaking Form



**REQUEST FOR QUALIFICATIONS
for
the design, construction,
financing, operation and
maintenance of a portion
of Autoroute 25
in the Montréal metropolitan area
December 22, 2005**

Project Number: 20-5100-8847-A

UNDERTAKING FORM

(To be completed by the Respondent and each of its Members, Participants, and Key Individuals who are not the employees of the Respondent or a Member or Participant thereof, and attached to the Submission.)

TO: MINISTÈRE DES TRANSPORTS DU QUÉBEC

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

- ☐ (a) a duly authorized representative of (circle one of the following entities):
- (i) the Respondent;
 - (ii) a Member of the Respondent;
- ☐ (b) a duly authorized representative of a Participant of the Respondent;
- ☐ (c) a Key Individual

(hereinafter the “Interested Party”), and declares having the power and authority to execute this Undertaking Form for and on behalf of the Interested Party or, where applicable, in his or her own name. The Interested Party agrees to act as a Respondent, Member of the Respondent, Participant of the Respondent, or Key Individual of the Respondent, as the case may be. The Interested Party hereby acknowledges having received, read, examined and understood the document entitled “Request for Qualifications for the design, construction, financing, operation and maintenance of a portion of Autoroute 25 in the Montréal metropolitan area” and all documents pertaining to the above-captioned project, as well as all of the terms and conditions contained therein, including, without limitation, all of the schedules attached thereto and other information available with respect to the RFQ. The Interested Party declares having gathered the necessary information on the nature of the requirements and services to be provided in connection with the Partnership.

In submitting this Undertaking Form, the Interested Party agrees to be bound by and to comply with the terms and conditions of the RFQ.

The Interested Party hereby acknowledges and agrees that the Government, the MTQ and their respective advisers may verify any information contained in the Submission, and may conduct any background investigation (including without limitation, criminal records investigations, credit inquiries, litigation searches, and bankruptcy registration and tax payer information investigations) in respect of an Interested Party.

The Interested Party hereby authorizes the Government, the MTQ and their respective advisers to collect and use confidential or personal information on the Interested Party for the purposes of evaluating the Submission attached to this Undertaking Form, provide such information to the persons charged with evaluating the Submission, or release such information to the public in accordance with **Section 6.3** of the RFQ and the requirements of the *Act respecting Access to documents held by public bodies and the Protection of personal information* (R.S.Q., ch. A-2.1).

The Interested Party agrees to be bound by and subject to any decision of the Ministère that establishes whether the Respondent:

- complies with the evaluation criteria established in the RFQ;
- is deemed by the Ministère to qualify for the request for proposals;
- will be invited to participate in the request for proposals.

The Interested Party hereby confirms:

- the availability of each Key Individual for the Partnership (Respondent only)
- that it is not related to or otherwise associated with any Respondent other than (_____): name of Respondent) or with one of the firms or persons listed in **Section 1.6** of the RFQ document;
- that it is not in a situation of conflict of interest with the Ministère or the Government for the purposes of this Submission.

The expressions used in this Undertaking Form shall have the meaning ascribed thereto in the RFQ.

Name of Respondent: _____

Name of Interested Party: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Name of representative (block letters): _____

Title: _____

Signature: _____

Signed in _____, _____ 2006.

**THIS UNDERTAKING FORM MUST BE SUBMITTED IN FRENCH ONLY.
PLEASE REFER TO ANNEXE 4 OF THE FRENCH VERSION OF THIS RFQ.**



Schedule 5 Return Label



MAILING OF SUBMISSION

THE RESPONDENT MUST:

- Use the appropriate envelope size.
- Cut and affix the following RETURN LABEL on the envelope.
- Indicate its name and return address in the upper left-hand corner of the envelope.

SUBMISSION	REQUEST FOR QUALIFICATIONS PROJECT No.:20-5100-8847-A
	Reception deadline: March 3, 2006, 3:00 p.m.
REQUEST FOR QUALIFICATIONS FOR COMPLETION OF A PORTION OF AUTOROUTE 25	
PRICEWATERHOUSECOOPERS LLP	
To the attention of Mr. Richard Deslauriers, CA, CBV 1250 René-Lévesque Boulevard West Suite 2800 Montréal, Québec CANADA H3B 2G4	



Cut along dotted line

LABEL TO AFFIX ON RETURN ENVELOPE

