
EXPRESSION OF INTEREST

BRANDED MERCHANDISE

WDBA 2025-009



WDBA  **APWD**
Windsor-Detroit
Bridge Authority Autorité du pont
Windsor-Détroit

INTRODUCTION

WDBA is responsible for the design, construction, financing, operation, and maintenance of the new Gordie Howe International Bridge (between Windsor, Ontario and Detroit, Michigan) through a public-private partnership with Bridging North America. The project includes delivery of the longest cable-stay bridge in North America, two state-of-the-art Ports of Entry and a connection into the Michigan Interchange.

The Gordie Howe International Bridge project is North America's largest bi-national infrastructure project valued at \$6.4 billion (CDN). Not only will the project deliver much-needed transportation improvements for international travellers, it is also providing jobs and opportunities for growth to the Windsor, Ontario and Detroit, Michigan regions and includes features that make this project truly distinctive.

The Bridge is a 6-lane cable-stayed bridge, 2.5 kilometres/1.5 miles in length with a clear span of 853 metres/0.53 miles. It incorporates a multi-use path for pedestrians and cyclists that is 3.6 metres/11.8 feet wide and is integrated into regional trail networks, including the 28,000 km Trans Canada Trail.

The Canadian Port of Entry (POE) is an approximate 53 hectare/130-acre site and will be the largest Canadian port along the Canada-US border, and one of the largest anywhere in North America. It includes inbound border inspection facilities for both passenger and commercial vehicles, outbound inspection facilities, toll collection facilities, a maintenance facility and parking.

The US POE has an approximate 68 hectare/167-acre site and is the largest US port along the Canada-US border, and one of the largest in North America. It includes US inbound border inspection facilities for both passenger and commercial vehicles, US outbound inspection facilities, commercial exit control booths and parking.

The Michigan Interchange to Interstate-75 consists of primary connecting ramps to and from the US POE and associated local road improvements that will be required due to the Project. Three kilometres/1.8 miles of I-75 require modifications to accommodate the ramps connecting to the US POE. This component is a significant piece of construction, consisting of over a dozen roadway and pedestrian bridges.

Once complete, the Gordie Howe International Bridge project will facilitate the movement of people, goods, and services across the Canada-US border and, for the first time, provide a highway-to-highway connection between Highway 401 in Ontario and I-75 in Michigan.

Located at the busiest commercial land border crossing between Canada and the US, the new bridge will address national and regional transportation needs including redundancy, capacity, system connectivity and improved border processing.

REQUEST FOR EXPRESSION OF INTEREST

Windsor-Detroit Bridge Authority (WDBA) is seeking to engage with a third-party partner(s) to design, launch, and sell officially licensed Gordie Howe International Bridge merchandise. As part of our commitment to expanding our brand presence as we work toward opening day and into ongoing operations, we are looking for a partner(s) with expertise in one or more of the following areas: apparel, accessories, collectibles, or other relevant categories, who can deliver unique, artistic, market-ready merchandise that aligns with our brand identity.

Our ideal partner(s) will have:

- Experience in licensing and branded merchandise development
- Strong distribution and e-commerce capabilities
- Artistic design capabilities
- A track record of successful collaborations with established brands
- The ability to manage production, logistics and sales effectively
- A headquarter based in Windsor-Essex or within 100 kilometres of Windsor-Essex, or Detroit is preferred.

If your company is interested in this opportunity, please provide an overview of your experience, capabilities and proposed approach, along with the required forms outlined in Submission Requirements section. We look forward to the possibility of working together to create exciting and unique merchandise for our audience.

This request for Expression of Interest (“EOI”) is only a request for information about potential branded merchandise opportunities and no contractual obligation on behalf of WDBA whatsoever shall arise from the submission of EOIs.

All responses will be treated as confidential.

SCOPE OF WORK

WDBA is looking for a partner(s) to design, produce, purchase and sell branded licensed merchandise to help increase Gordie Howe International Bridge brand awareness.

Items to be sold through this merchandise program could include the following with a final list of products to be developed following partner(s) selection.

- Men’s apparel
- Women’s apparel
- Children’s apparel
- Hats - baseball caps, toques, bucket hats, etc.
- Mittens /gloves

- Sling/tote bag
- Ceramic mugs
- Insulated travel mugs
- Water bottles
- Hockey jerseys
- Sporting goods
- Holiday décor
- Home decor
- Other ideas welcome

WDBA's goal is to partner with one or more organizations that will provide an all-encompassing program that offers a varied product line with seasonal considerations. Merchandise will be made available by the vendor locally, nationally, and internationally through the provision of online purchasing options and physical locations in Windsor, Ontario and Detroit, Michigan. In exchange, partner(s) will be promoted by WDBA as an official vendor for Gordie Howe International Bridge merchandise.

Multiple partnerships may be established with interested vendors. WDBA is looking to arrange at least one partnership with an identified vendor in Canada and one in the US. Preference will be given to supporting vendors local to the Windsor and Detroit region. WDBA will earn a portion of all profits or sales based on a negotiated structure. A third-party agreement is anticipated to redirect WDBA's portion into community-based grants.

GENERAL INFORMATION

Each interested party must include the following information in their EOI to help WDBA better understand the level of interest, validity and risk associated with this opportunity.

1. Description of the Business opportunity;
2. Legal name of applicant/business/organization;
3. Contact information (name, title, address, telephone, email);
4. Background of the delivery organization;
5. Governance structure;
6. Organizational history (years in operation, office locations, etc.);
7. Experience with similar partnership arrangements and expertise in executing the proposed activities, including links to relevant samples.

Evaluation of the responses is presently for exploratory informational purpose only.

EXPRESSION OF INTEREST PROCESS

The EOIs are non-binding, do not constitute a formal proposal, and will not directly lead to a services agreement. WDBA will analyze the responses and consider any alternative options that have been

presented by interested parties. Submissions of EOI will not be a prerequisite for participation in further stages.

Interested parties may be invited to present their response in greater detail to WDBA in-person or virtually through telephone or video conference.

QUESTIONS OR INQUIRIES

All questions or requests for clarification regarding this EOI must be made by November 7, 2025 at 2:00pm EST and sent by e-mail to procurement@wdbridge.com.

Questions or requests for clarification received after such time and date may not receive a response. Interested parties shall not communicate with any other WDBA personnel regarding this EOI opportunity.

SCHEDULE

The following is a list of key dates associated with this Expression of Interest:

Event	Date
Issue Expression of Interest	October 24, 2025
Deadline for Questions & Clarifications	November 7 th , 2025 at 2:00pm EST
Submission Deadline	November 14 th , 2025 at 2:00pm EST

SUBMISSION REQUIREMENTS

Interested parties shall likewise complete the forms attached hereto as Annex A-1, A-2 and A-3. Interested parties shall submit their forms, in legible format originally signed by their duly authorized signing officer, in their email-bid to WDBA.

- Attached as Annex “A-1” is the WDBA Business Requirements.
- Attached as Annex “A-2” is the Conflict-of-Interest Declaration Form.
- Attached as Annex “A-3” is the Non-Disclosure Agreement.

ACKNOWLEDGEMENT BY INTERESTED THIRD PARTY

By submitting an EOI, each interested party acknowledges and agrees, represents, warrants and certifies to WDBA as follows:

- a. That it has carefully examined, read and understood, and accepts the terms and conditions of this request for EOI and expressly waives any claim, action or proceeding against WDBA

including without limitation, any judicial review or injunction application against any of its employees, advisors or other representatives, or claims for damages, expenses or costs including costs of preparation of the EOI, cost of participation in the processes described in the EOI, loss of anticipated profits, loss of opportunity, legal fees or for any other matter relating to the EOI, any future request for proposal and the award, if any, of any contract.

- b. For greater clarity and without limitation, each interested third party specifically agrees that it will have absolutely no claim against WDBA nor any of its employees, agents and advisors for any reason whatsoever and WDBA shall have no liability to the interested third party whether in contract, tort, equity or other principle of law, including without limitation, if WDBA:
- (i) suspends, cancels or in any way modifies the request for EOI; or
 - (ii) does not proceed with any future request for proposals and contract award, if any.
- c. That WDBA makes no representation or warranty as to the accuracy or completeness of any information provided by it in connection with this request for EOI and disclaims all express and implied representations, warranties, and conditions in connection with it and any WDBA materials.
- d. That it is solely responsible for all costs it incurs in the preparation of its EOI, including, without limitation, all costs of providing information requested by WDBA, attending and participating in any interviews or meetings and conducting due diligence, any visits to the site, or responding to any questions or clarifications or request for additional information made by WDBA.

GOVERNING LAW

This request for EOI will be governed in all respects by the laws of the Province of Ontario, subject always to any paramountcy of applicable federal laws of Canada, and without regard to any choice of law rules that might direct the application of the laws of another jurisdiction. Each party irrevocably and unconditionally attorns to the exclusive jurisdiction of the provincial or federal courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with this request for EOI or any alleged breach thereof.

**ANNEX “A-1”
WDBA BUSINESS REQUIREMENTS**

Interested parties must carefully review each requirement and indicate whether their company can meet the specified criteria by selecting **Yes** or **No** for each item. The responses will help determine the alignment with the project’s needs and expectations.

If any response requires further clarification or supporting documentation, please provide additional details separately.

Instructions:

- Select “Yes” if your company fully meets the requirement.
- Select “No” if your company cannot meet the requirement.
- If necessary, provide comments or explanations in a separate document.

Technical Requirements Checklist		Yes	No
Timing			
Ability to meet the project timeline: Merchandise sales to begin by early 2026 and continue through December 2026, with an option to extend the partnership.			
Products			
Ability to provide a minimum of five uniquely designed products for the initial launch with the product line expanding to a minimum of ten products in 2026.			
Ability to ensure all goods are of high quality, consistent with the Gordie Howe International Bridge brand and the organizations delivering the project. *Aesthetic Design and Brand Guidelines for merchandise designs will be provided. Access to design files and bridge photography assets will be provided.			
Willingness to work collaboratively with WDBA during the design process.			
Ability to provide all merchandise designs and samples for WDBA approval before production to ensure adherence to brand guidelines and quality expectations.			
Ability to produce sustainable, eco-friendly items and packaging made in Canada or the US, depending on vendor location.			
Ability to ensure that all items comply with consumer product safety standards as identified by Health Canada.			
Ability to comply with the Consumer Packaging and Labelling Regulation for a vendor based in Canada https://laws.justice.gc.ca/eng/regulations/C.R.C.,_c._417/index.html or similar requirements in the US.			
Ability to ensure that all products and services adhere to ethical standards, including fair trade practices, labour rights protections, and responsible sourcing of materials.			

Ability to offer merchandise categories including but not limited to apparel, accessories, home décor, and sporting goods.		
Ability to incorporate English, French, and/or Spanish in designs depending on the target audience.		
Ability to incorporate the official logo or original artistic renderings of the infrastructure, region or hockey theme while adhering to trademark and copyright laws.		
Inventory Requirements		
Ability to bear all inventory risks, including sourcing goods and materials, financing inventory, and managing warehousing/storage needs.		
Willingness to manage excess inventory and dispose of it only through WDBA approved methods.		
Sales and Distribution		
Ability to create and/or manage an online store or sales platform with the capability to sell and ship goods throughout North America.		
Ability to meet technical specifications to link or embed the online platform within WDBA's website. Refer to Schedule A-1.		
Ability to fulfill and ship orders within reasonable timeframes.		
Ability to support merchandise offerings at discounted prices for select groups or individuals, including discount code management.		
Ability to sell goods at physical stores and/or provide a temporary booth or pop-up store at local project or community events. Partner(s) will be responsible for all related costs.		
If required, willingness to work with other retailers to offer International Bridge branded merchandise (subject to WDBA approval).		
Ability to manage all tax collection, reporting, and remittance, including GST and Provincial sales taxes and applicable taxes in the U.S.		
Ability to ensure that customs and duty fees for international orders are automatically calculated and appropriately managed.		
Ability to provide customer service, including handling inquiries, complaints, and returns/exchanges through a designated contact method (phone/email).		
Reporting and Profit Distribution		
Ability to report to WDBA quarterly, including an itemized list of all merchandise sold, sales dollars collected, and discount codes used.		
Ability to report on the cost of goods sold, profits by product category, and separation of wholesale vs. retail sales where applicable.		

Ability to clearly show the calculation used to determine WDBA’s share of profits based on the agreed upon method.		
Ability to transfer WDBA’s portion of funds to the designated community granting organization within agreed upon timelines.		
Branded Merchandise Experience Requirements		
Business has at least 3-5 years of experience.		
Demonstrated experience providing at least five uniquely branded products for clients, with a variety of decorating methods considered an asset.		
Demonstrated experience providing an online ordering solution for at least ten different products within the last five years.		
Ability to fulfill reporting, customer service, inventory, sales, and distribution requirements.		
Identification of a project manager with at least 3-5 years of experience to act as the single point of contact for WDBA.		
Identification of a senior manager with at least 3-5 years of experience (can be the same individual as the project manager) with decision-making authority.		
Identification of a lead designer or artist with at least three years of experience designing branded merchandise.		
Ability to provide three client references with corresponding work samples demonstrating previous experience. This should include partnered organization, location, a description of the merchandise provided and timelines.		
Ability to travel to Windsor, Ontario, to attend in-person meetings, as required.		
Experience with virtual meetings via Microsoft Teams or similar software.		

**ANNEX “A-2”
CONFLICT OF INTEREST DECLARATION FORM**

The undersigned, on behalf of the organization named below, hereby represents and warrants that diligent inquiry has been made within the organization and of persons involved or to be involved in preparing a Proposal to determine whether a Conflict of Interest exists as set out in the following paragraphs:

- a) No Unfair Advantage. There is no situation in relation to the EOI process, where the Interest party has or may have an unfair advantage or has engaged in conduct directly or indirectly, that gives or may appear to give it an unfair advantage over other bidders. Circumstances which may result in an unfair advantage include:
- listing, working with or in any way directly or indirectly consulting with a Restricted Party in the preparation of the Proposal;
 - being in possession of, or having access to confidential information of WDBA that is: (a) relevant to the preparation of its Proposal; (b) not likely to be available to other Interested parties; or
 - communicating with any person with a view to influencing preferred treatment in the EOI process; or
 - engaging in any other conduct that compromises or could be seen to compromise the integrity of the EOI process.
- b) No Conflicting Corporate or Personal Interests. Should the Interested party be awarded the Contract, in relation to the performance of its contractual obligations with WDBA, the Interested party’s other commitments, relationships or financial interests will not give rise to a conflict of corporate or personal interests. Circumstances which may result in a conflict of personal or corporate interests include any circumstance that:
- could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Interested party’s or a decision-maker’s independent judgement; or
 - could or could be seen to compromise, impair or be incompatible with the effective performance of the Interested party’s contractual obligations.

NO CONFLICT OF INTEREST

- The Interested party declares that there is NO actual, apparent or potential Conflict of Interest relating to the preparation of its response, and the Interested party does NOT foresee an actual, apparent or potential Conflict of Interest in performing the contractual obligations contemplated in the EOI.

POTENTIAL, APPARENT OR ACTUAL CONFLICT OF INTEREST

- The Interested party declares that there MAY be an actual, apparent or potential Conflict of Interest relating to the preparation of its response, and/or the Interested party foresees the potential of an actual, apparent or potential Conflict of Interest in performing the contractual obligations contemplated in the EOI.

Below are the details of the circumstances giving rise to the Conflict of Interest:

The Interested party hereby seeks clarification from WDBA on whether the WDBA believes the above circumstances constitutes a Conflict of Interest and if so, whether there are any measures that may be implemented to manage the conflict that will allow the Interested party to participate in the EOI process.

I hereby acknowledge, on behalf of the Interested party, that WDBA may, upon discovering a potential, actual or apparent Conflict of Interest at any time during the EOI process and during the term of any Contract resulting from the EOI process, in its sole and absolute discretion without any liability whatsoever to Interested party, require the Interested party to take steps to resolve or otherwise deal with a Conflict of Interest as a condition of eligibility to participate in this EOI process or to provides Services under a Contract; reject the Interested party's Proposal; or terminate the Contract for default.

ACKNOWLEDGEMENT

The Interested party acknowledges that, by submitting a Proposal, it irrevocably waives any claim, action or proceeding against the WDBA and His Majesty in Right of Canada, including without limitation any judicial review or injunction application against any of their employees, advisors or other representatives, or claims for damages, expenses or costs including costs of preparation of a Proposal, cost of participation in the processes described in the EOI, loss of anticipated profits, loss of opportunity, legal fees or for any other matter. For greater clarity and without limitation, each Interested party specifically agrees that it will have absolutely no claim against WDBA nor any Representative of WDBA for any reason whatsoever and WDBA shall have no liability to the Interested party whether in contract, tort, equity, or other principle of law, including without limitation if the WDBA:

1. does not select a Preferred Interested party;
2. suspends, cancels or in any way modifies the Services, the EOI; or
3. accepts any compliant or non-compliant Proposal.

The Interested party waives all claims for compensation whatsoever for all losses of any nature, whether direct or indirect, special, or aggravated, and whether foreseeable or not, including for loss of profits or loss of opportunity.



Signature of Interested party Representative

Name of Interested party Representative

Title of Interested party Representative

Date

“I have the authority to bind the Interested party .”

**ANNEX “A-3”
NON-DISCLOSURE AGREEMENT**

This Agreement is made this ____ day of _____, 2025.

BETWEEN

WINDSOR-DETROIT BRIDGE AUTHORITY

(“WDBA”)

- and -

(the “**INTERESTED PARTY**”)

BACKGROUND

- A. WDBA has been given the mandate to procure the design, construction, financing, operation and/or maintenance of (i) a new international bridge crossing the Detroit River, between Windsor and Detroit, (ii) Canadian and United States border facilities and (iii) an interchange connecting the United States border facilities with Interstate I-75 in Michigan and related road work (collectively the “**Project**”).
- B. WDBA has issued an Expression of Interest for Branded Merchandise (the “**EOI**”) and the Interested party wishes to provide a response to the EOI.
- C. The Interested party acknowledges and agrees that, pursuant to the terms of the EOI, it is a condition of submitting its response that it execute and deliver this Non-Disclosure Agreement to WDBA.

IN CONSIDERATION of the mutual obligations set out in the EOI, and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Interested party, the Interested party agrees with WDBA as follows.

- 1. **Definitions.** In this Agreement, capitalized terms not defined below shall have the meanings given to them in the Services Agreement:

“**Affiliate**”, when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise;

“Agreement” means this non-disclosure agreement, as it may be amended or supplemented by the parties in writing from time to time;

“Business Day” means any day other than a Saturday, Sunday or Federal statutory or civic holiday in Windsor Ontario;

“Canada” means His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, and where the context so requires, means the country of Canada;

“Confidential Information” means information which:

- (a) is non-public, confidential or proprietary in nature and which relates to WDBA, a WDBA Party or the Project;
- (b) is provided or made available to the Interested party before or after the date of this Agreement;
- (c) is given orally or in writing to the Interested party or is gathered by inspection by the Interested party, and regardless of whether it is specifically identified as "confidential"; or
- (d) is prepared by the Interested party and contains, or is based in whole or in part upon, any such information,

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

“Interested Party” includes the Interested Party and its Representatives;

“Permitted Purpose” means a use of the Confidential Information the fulfilment of the Interested party’s duties and obligations with respect to WDBA and the Project;

“Person” shall be broadly interpreted and shall include any individual, body corporate (with or without share capital), partnership, limited partnership, syndicate, sole proprietorship, joint venture, association, unincorporated organization, trust, trustee, executor, administrator or other legal representative, the Crown or any agency or instrumentality thereof and any other entity;

“Representatives” means the directors, officers, employees, agents, solicitors, accountants, consultants, financial or legal advisers and all other representatives of the party being referred to;

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

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

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

“WDBA Party” means WDBA, any Affiliate of WDBA, Canada, the Province of Ontario, the International Authority, the State of Michigan, the Michigan Department of Transport, the Michigan Strategic Fund, the City of Detroit and the City of Windsor.

2. **Confidentiality.** The Interested party will keep all Confidential Information strictly confidential and except as permitted by Sections 4 and 5 herein, shall not disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purpose. The Interested party will safeguard the Confidential Information from disclosure to any other Person, except as permitted by this Agreement and it shall, and it shall cause each other Interested party to, keep the Confidential Information confidential and be bound by the terms of this Agreement. All information received by the Interested party relating in any manner whatsoever to the Project will be considered and deemed to be Confidential Information for the purposes of this Agreement unless (i) WDBA specifically advises that it is not Confidential Information or (ii) it becomes Unrestricted Information.
3. **Ownership of Confidential Information.** All right, title and interest in the Confidential Information, remains with the WDBA Party which discloses it. No property interest or rights of any kind shall be acquired by the Interested party in any Confidential Information disclosed to it.
4. **Limited Disclosure.** The Interested party may disclose Confidential Information only to those Representatives who need to know the Confidential Information in order for the Interested party to fulfil its duties and obligations to WDBA with respect to the Project and on the condition that each such Representative agrees in writing to be bound by this Agreement. The Interested party will notify WDBA, on request, of the identity of each Person to whom it has disclosed any Confidential Information.
5. **Obligations when Compelled to Disclose.** If a Interested party becomes legally compelled (by law, rule, regulation, subpoena, civil investigative demand or similar process having force of law or under the rules of any securities exchange) (i) to disclose any Confidential Information or (ii) to make any public comment, statement or communication regarding the Project, the Interested party will promptly provide WDBA with particulars so that WDBA may seek a protective order or other appropriate remedy. The Interested party shall consent to and assist WDBA in obtaining any protective order or other appropriate remedy that WDBA

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

6. **Indemnity.** The Interested party shall be liable for any breach of this Agreement by it or by any Person to whom it discloses Confidential Information. The Interested party shall indemnify each WDBA Party, and save each of them fully harmless from and against any loss, cost, damage, expense or liability suffered or incurred by any of them arising as a result of or in connection with any breach by any Interested party of any provision of this Agreement. The Interested party acknowledges that WDBA acts as trustee for each other WDBA Party with respect to all rights arising in favor of any of them under this Agreement and that WDBA has agreed to accept such trust and hold and enforce such rights on behalf of each such WDBA Party.
7. **Destruction on Demand.** On written request, the Interested party will promptly deliver to WDBA or destroy all documents and copies of Confidential Information in its or each other Interested Party's possession or control and the Interested party will confirm that delivery or destruction to WDBA in writing, all in accordance with the instructions of WDBA, provided, however, that the Interested party may retain:
 - (a) one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority pursuant to Applicable Law;
 - (b) all internal management or board presentations and related materials prepared by it or another Interested party containing or based on confidential Information; and
 - (c) one copy of the Confidential Information in a secure location solely for the purpose of identifying the obligations of the Interested party under this Agreement and defending against any claim or allegation that any Interested party has breached this Agreement.
8. **Electronic Retention.** Notwithstanding Section 7 of this Agreement, if electronic records containing Information are retained by a Interested party for the purposes of backup, recovery, contingency planning or business continuity planning (any such purpose, a “**Recovery Purpose**”) or are otherwise not accessible in the ordinary course of business, such records, to the extent not otherwise permanently deleted or overwritten in the ordinary course of business, may be retained by such Interested party but shall not be accessed except as required for any Recovery Purpose. If any such records are restored or otherwise made accessible, they will be promptly and permanently deleted.
9. **Acknowledgment of Irreparable Harm.** The Interested party acknowledges and agrees that the Confidential Information is proprietary and confidential and that WDBA and other WDBA Parties may be irreparably harmed if any provision of this Agreement is not complied with by

a Interested party and that any such harm could not be compensated reasonably or adequately in damages. The Interested party further acknowledges and agrees that WDBA will be entitled to injunctive and other equitable relief to prevent or restrain breaches of this Agreement by a Interested party, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which WDBA may be entitled at law or in equity.

10. **Waiver.** No waiver of or consent to depart from the requirements of any provision of this Agreement shall be binding against either any party unless it is in writing and is signed by the party giving it. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it has been given. No failure on the part of either party to exercise, or no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
11. **Severability.** If any term or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then such term or provision will be severed from this Agreement and the remaining terms and provisions of this Agreement will remain in full force and effect.
12. **General Provisions**
 - (a) **Entire Agreement.** This Agreement sets out the entire agreement between us pertaining to the subject matter hereof and supersedes all prior negotiations, discussions, understandings, undertakings, statements, arrangements, promises, representations and agreements, both written or oral, between the parties.
 - (b) **Survival.** This Agreement shall survive the retainer of the Interested party in the event that it is successful in its response to the EOI. In addition, if this Agreement or the retainer of the Interested party by WDBA is terminated for any reason, the obligations of the Interested party hereunder shall survive any such termination.
 - (c) **Amendment.** This Agreement may only be amended, modified or supplemented by a written agreement signed by each party.
 - (d) **Interpretation and Construction.** The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders. Time is of the essence of each provision of this Agreement. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of *contra proferentem* or strict construction shall be applied against any party.
 - (e) **Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada in force in such Province, excluding any rule or principle of the conflict of laws which might refer such interpretation, construction or enforcement to the laws of another jurisdiction. Each party irrevocably submits



and attorns to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under this Agreement or related to this Agreement.

- (f) **Notice.** Any notice, demand or other communication (a “**notice**”) required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:
 - i. delivered in person (including by commercial courier) during normal business hours on a Business Day and left with a receptionist or other responsible employee at the relevant address set forth below; or
 - ii. sent by any electronic means of sending messages (“**Electronic Transmission**”), including facsimile transmission and email, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender’s name, address, telephone number and facsimile number or email address, the date and time of transmission, and if confirmation of the transmission is produced to the sender by the sender’s electronic system;

in the case of a notice to WDBA addressed to it at:

Windsor-Detroit Bridge Authority
 Attn: Chuck Andary
 Chief Legal Officer
 100 Ouellette Avenue, Suite 400 Windsor, Ontario N9A 6T3
 T: +1 519.946.3038
 E: procurement@wdbridge.com

and in the case of a notice to the Contractor addressed to it at:

[x]
 Attn: [x]
 [x]
 T: [x]
 E: [x]

Each notice sent in accordance with this Section shall be deemed to have been received:

- i. in the case of personal delivery, if delivered before 5 pm, on the day of delivery, otherwise on the following Business Day; or
- ii. in the case of Electronic Transmission, on the same day that it was sent by Electronic Transmission, if sent on a Business Day and acknowledgment of receipt is received before 5 pm (recipient’s time) on such day, otherwise on the following Business Day.

Notice of change of address shall also be governed by this Section.

- (g) **No Assignment.** No party may assign any rights or benefits of this Agreement to any Person, except that WDBA may assign this Agreement or any of such rights and benefits to a WDBA Party. This Agreement shall enure to the benefit of and be binding upon each party and their respective heirs, executors, administrators, personal representatives' successors and permitted assigns.
- (h) **Counterparts and Facsimile Execution.** This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one and the same original agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by Electronic Transmission and if by email in Portable Document File (PDF) format. That party shall be deemed to have executed this Agreement on the date it sent such Electronic Transmission. In such event, such party shall forthwith deliver to the other party the counterpart of this Agreement executed by such party.
- (i) **Language.** The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

TO EVIDENCE THEIR AGREEMENT the parties have duly executed this Agreement.

WINDSOR-DETROIT BRIDGE AUTHORITY

WINDSOR-DETROIT BRIDGE AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“We have the authority to bind the Corporation”

[INTERESTED PARTY NAME]

By: _____
Name: [x]
Title: [x]

“I have the authority to bind the Corporation”

SCHEDULE “A-1” TECHNICAL INTEGRATION REQUIREMENTS

Canada & US

- Payment Card Industry Data Security Standard (PCI DSS) Compliance - [Quick Reference Guide](#)
 - Platforms need to be assessed by the following to ensure PCI DSS compliance (both definitions were retrieved from the quick reference guide linked above):
 - Qualified Security Assessor (QSA) - data security firm that is qualified by the PCI Security Standards Council to perform on-site PCI DSS assessments.
 - Approved Scanning Vendor (ASV) - data security firm using a scanning solution to determine whether or not the vendor meets the PCI DSS external vulnerability scanning requirement.
 - Strong encryption methods being used (SSL/TLS)
 - Regular cybersecurity audits & vulnerability assessments
 - Must have an IRP in place
 - Must use strong authentication methods + 2FA/MFA for user accounts
 - Ensure that they are using a trusted secure payment gateway such as PayPal or Stripe

Canada

- Data Residency for all personally identifiable information
- Must comply with the Personal Information Protection and Electronic Documents Act (PIPEDA)
- The platform should only collect data that is necessary for operations and is required to have data retention and destruction policies in place
- Must comply with all tax requirements based on the location of customers purchasing the product

US

- Needs to comply with state-specific requirements/acts like the California Consumer Privacy Act (CCPA)
- No data residency regulations in place
- Must adhere to consumer protection & data privacy regulations outlined by the Federal Trade Commission (FTC)