



Ministry of
Transportation
and Infrastructure



South Fraser Perimeter Road Project Request For Qualifications

July 29, 2008

SUMMARY OF KEY INFORMATION

<p>RFQ TITLE</p>	<p>The title of this RFQ is: RFQ-SFPR South Fraser Perimeter Road Project</p> <p>Please use this title on all correspondence.</p>
<p>CONTACT PERSON</p>	<p>The Contact Person for this RFQ is: Maria Ciarniello Mail / Courier Address: South Fraser Perimeter Road Project Metrotower 1 Suite 2400- 4710 Kingsway Burnaby, BC V5H 4M2</p> <p>Facsimile: 604-775-0347 Email: SFPRRFQ@gatewayprogram.bc.ca <u>No telephone enquiries please.</u></p> <p>Please direct all enquiries, in writing, to the above named Contact Person.</p>
<p>RECEIPT CONFIRMATION AND CONFIDENTIALITY AGREEMENT FORM</p>	<p>The Addenda, RFQ Data DVD and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation and Confidentiality Agreement Form.</p>
<p>SUBMISSION TIME</p>	<p>The Submission Time is: 4:00 P.M. local Vancouver time on Monday September 29, 2008</p>
<p>SUBMISSION LOCATION</p>	<p>The Submission Location is: South Fraser Perimeter Road Project Metrotower 1 Suite 2400- 4710 Kingsway Burnaby, BC V5H 4M2</p> <p>Attention: Maria Ciarniello</p>

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Appendices

Appendix A - Qualification Response Guidelines

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Appendix F - Request for Information Form

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1 INTRODUCTION

1.1 Purpose

This Request for Qualification (the “RFQ”) is issued by the Province of British Columbia (the “Province”). The purpose of this RFQ is to invite interested parties to indicate their interest in, and their qualifications for, the South Fraser Perimeter Road Project (“SFPR” or the “Project”). Based on Qualification Responses, the Province expects to identify, in accordance with the terms of this RFQ, a target short-list of three Respondents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposal (the “RFP”) stage.

The purpose of the Competitive Selection Process is to identify a qualified entity with whom the Province may enter into a contract (the “Concession Agreement” or the “CA”) to design, build, finance, operate, maintain and rehabilitate the Project over a period of 24 years (approximately four years of design and construction and 20 years of operations and maintenance) commencing at Financial Close.

This RFQ is not a tender or an offer or a request for proposals, and there is no intention by the Province to make an offer by issuing this RFQ.

Capitalized terms in this RFQ have the meanings as set out in the Glossary of Terms.

1.2 Eligibility

Any interested party, or parties, may submit a response to this RFQ. Respondents may, subject to the terms of this RFQ, include individuals, corporations, joint ventures, partnerships, or any other entities.

1.3 Background

The Project includes the design, build, financing, operation, maintenance and rehabilitation of approximately 40 kilometers of four-lane divided route from Highway 17 and Deltaport Way in Delta along the south side of the Fraser River to 176th Street (Highway 15) and the Golden Ears Bridge connector road in Surrey/Langley. The design and construction portion of the Project does not include the Fraser Heights Connector. However, the Concessionaire will be responsible for the operation, maintenance and rehabilitation of the entire Project route including the portion of the Fraser Heights Connector that is west of 176th Street.

SFPR will be a continuous, four-lane divided route with a posted speed limit of 80 km/h. When it first opens the SFPR will accommodate a combination of intersections and grade separated interchanges with connections to Highways 1, 15, 91, 99, 17 and key municipal roadways.

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The Gateway Program, of which the Project is a major component, is designed to make improvements for all modes of transportation including cars, trucks, transit and bicycles. The planning of the Gateway Program considered other road transit transportation infrastructure projects currently being undertaken in the Lower Mainland. These projects, as well as improvements in port and rail infrastructure, will create an overall multimodal network for Lower Mainland residents, businesses and visitors, and support British Columbia's role as Canada's Asia-Pacific gateway.

1.4 General Scope of the Concessionaire's Responsibility

The purpose of this section is to outline the anticipated general scope of the Concessionaire's responsibilities.

1.4.1 Concession Agreement

The Draft CA will be included with the RFP and will, among other things, detail the technical specifications for the design, construction, operations and asset preservation components of the Project; the scope of the services to be provided by the Concessionaire; and proposed commercial terms.

The Definitive CA, incorporating revisions and amendments to the Draft CA, will be the basis upon which Proposals will be prepared in response to the RFP.

1.4.2 Design & Construction

The Concessionaire will be responsible for all aspects of design and construction in accordance with the specifications outlined in the Concession Agreement. The Province has completed a reference concept used for property acquisition, advanced site preparation and to produce cost estimates. The reference concept was also the basis for the Environmental Assessment Application. The latest version of the reference concept will be provided on the RFQ Data DVD and it is anticipated that an updated reference concept will be provided to the Proponents during the RFP stage. Proponents will be encouraged during the RFP stage to include variations from the reference concept that satisfy the applicable terms of the Draft CA that incorporate innovation in design, construction and operations.

A summary of significant components of the design and construction scope that are anticipated for the Project are set out in Table 1. This should not be considered an exhaustive or complete list.

Table 1 Summary of Anticipated Design and Construction Scope

SUMMARY DESIGN AND CONSTRUCTION SCOPE
<ul style="list-style-type: none">• Approximately 160 lane-kilometres of road construction• Construction of four interchanges and five intersections• Construction of nine major overpass/underpass structures• Construction of approximately two kilometres of split grade roadway with bridges to span five ravines• Expansion of the cycling network• Improvements to municipal road connections

1.4.3 Operations, Maintenance and Rehabilitation

The Concessionaire will be responsible for the operation, maintenance and rehabilitation of the Project during the entire term of the Concession Agreement.

Although design and construction of the Fraser Heights Connector is being procured separately as part of the Port Mann / Highway 1 Project, the operations, maintenance and rehabilitation of the portion of the Fraser Heights Connector that is west of 176th Street will be the responsibility of the Concessionaire.

The scope of the work for operations, maintenance and rehabilitation activities includes all services associated with the management, planning and delivery of the operations, maintenance and asset preservation activities to ensure compliance with all performance measures and standards. A summary of significant components of the operations, maintenance and rehabilitation scope that are anticipated for the Project is set out in Table 2. This should not be considered an exhaustive or complete list.

Table 2 Summary of Anticipated Operation, Maintenance and Rehabilitation Scope

SUMMARY OPERATIONS, MAINTENANCE AND REHABILITATION SCOPE
<ul style="list-style-type: none">• Maintaining, operating and rehabilitating the Project assets to specified standards (including pavement, structures, pavement markings, electrical systems, and drainage maintenance);• Corridor management to minimize traffic delay and closures (including incident response, emergency and winter maintenance);• Preservation of Project assets in accordance with good asset management strategies and practices;• Meeting quality, health, safety and environmental requirements; and• Planning and implementing end of term considerations as they relate to overall asset condition and handback requirements.

1.4.4 Financing

The Concessionaire will be responsible for arranging and delivering the financing required to complete the Project.

1.4.5 Communications and Consultation

The anticipated allocation of responsibilities between the Province and the Concessionaire regarding traffic communications, community relations, consultation, media relations and public information are as follows:

- (a) **Traffic Management Communications** – The Concessionaire will lead and implement traffic communications plans and the Province will review the plans in accordance with the review and consent procedures described in the Concession Agreement and monitor implementation during both the construction and operations phases.
- (b) **Community Relations During Construction Phase** – The Province will lead and be responsible for implementing, and the Concessionaire will provide support for a comprehensive community relations program, which will provide stakeholders with periodic information and address public inquiries and concerns.
- (c) **Community Relations During the Operations Phase** – The Concessionaire will lead and implement community relations plans and the Province will review the plans in accordance with the review and consent procedures described in the Concession Agreement and monitor implementation of the plans.
- (d) **Public and Stakeholder Consultation During the Construction Phase** – The Province will lead and be responsible for public and stakeholder consultation with support and

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participation by the Concessionaire. Support and participation will include such things as providing information for public materials regarding preliminary and detailed designs and attending and participating in consultation activities such as small group meetings, open houses, and other consultation activities.

- (e) **Public and Stakeholder Consultation During the Operations Phase** – The Concessionaire will lead and be responsible for developing and implementing plans for public and stakeholder consultation relating to customer service and other issues that may arise. The Province will review the plans in accordance with the review and consent procedures described in the Concession Agreement and monitor implementation of the plans.
- (f) **Media Relations** – The Province will lead and be responsible for media relations activities including the provision of a designated spokesperson. The Concessionaire will support the Province by providing all information necessary and a spokesperson as necessary and requested by the Province.

1.5 RFQ Data DVD and Further Information

An RFQ Data DVD with background data relating to the Project is available. To receive the RFQ Data DVD and any further information, recipients of this RFQ are required to fully complete, sign, and return all portions of the Receipt Confirmation and Confidentiality Agreement, attached as Appendix B.

The RFQ Data DVD will be sent via courier to all parties who return the Receipt Confirmation and Confidentiality Agreement.

1.6 Commercial Terms

1.6.1 Key Commercial Terms

A number of the key commercial terms that the Province anticipates will be included in the Concession Agreement are summarized as follows:

- (a) **Term** – The term of the Concession Agreement will commence on Financial Close and is anticipated to continue for 24 years (approximately four years of design and construction and 20 years of operations, maintenance and rehabilitation). It is expected that construction will be completed by December 2012.
- (b) **End of Term** – The Concession Agreement will define the end-of-term requirements and handback conditions for the route and supporting infrastructure at the end of the Concession Agreement term.

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- (c) **Compensation** – The Concessionaire will receive compensation through milestone payments made during the construction of the Project and through performance based monthly service payments made during the operations phase until the end of the Concession Agreement term.
1. **Milestone payments during construction:** During the construction phase, it is anticipated that the Concessionaire will receive payment limited to 50 per cent of the eligible construction costs upon achievement of predetermined construction milestones. The Federal government will provide funding for these milestone payments through the Asia-Pacific Gateway and Corridor Initiative.
 2. **Performance based payments after construction:** During the operations phase of the Project, the Concessionaire will be compensated through monthly service payments. The monthly service payments will include a performance mechanism to ensure the Concessionaire adheres to agreed performance standards. The Concession Agreement will articulate the terms of the performance based payment mechanism. This mechanism will include performance incentives for:
 - (i) traffic management;
 - (ii) availability (post construction);
 - (iii) operations, maintenance and asset preservation performance; and
 - (iv) end-of-term condition.

1.6.2 Fundamental Commercial Terms

A number of the fundamental commercial terms that the Province anticipates will be included in the Concession Agreement and not subject to modification are summarized as follows:

- (a) **Ownership** – The Concessionaire will be granted a license over the lands required for the Project for the purpose of performing the Concession Agreement. The ownership of the lands will not be transferred to the Concessionaire. The rights extended to the Concessionaire will end in conjunction with the expiration or termination of the Concession Agreement.
- (b) **Change of Control** – The Concession Agreement will preclude any change in control of the Concessionaire for up to one year following substantial completion of the Project, except where change of control arises as a consequence of enforcement by the Concessionaire's senior lenders of a security interest in accordance with the senior lending agreements. A reorganization may be permitted under certain circumstances if the ultimate control of the Concessionaire does not change.

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For the remainder of the term of the Concession Agreement, a change in control of Concessionaire will be permitted with the prior consent of the Province in accordance with the terms of the Concession Agreement.

1.7 Risk Allocation

The Concession Agreement will include details of the allocation of risks between the Concessionaire and the Province. The Province currently anticipates the Project risk allocation as set out in Table 3.

Table 3 Anticipated Project Risk Allocation

DESCRIPTION OF RISK	EXPECTED ALLOCATION	
	CONCESSIONAIRE	PUBLIC SECTOR
Design	✓	
Construction	✓	
Functionality of Design	✓	
Ground Conditions	✓	
Traffic Management	✓	
Operations & Maintenance	✓	
Rehabilitation	✓	
Financing	✓	
Force Majeure/ Relief Events	✓	✓
Change in Law	✓	✓
Property Acquisition within the Identified Right of Way		✓
Property Acquisition outside the Identified Right of Way	✓	
Scope Changes initiated by Public Sector		✓

1.8 Advance Work by the Province

An overview of the work undertaken on the Project to date, and work planned to be undertaken by the Province prior to Financial Close, is set out in this section.

1.8.1 Preliminary Planning and Engineering

The Province has undertaken significant planning and engineering activities and is consulting with local governments, stakeholders and the public to ensure that their interests have been considered throughout the initial planning and development stages of the Project.

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1.8.2 Advance Site Preparation

The Province is conducting advance site preparation work to help advance the Project schedule and help address certain Project risks including the presence of soft soils found throughout the route. A summary of the advance site preparation work to be conducted by the Province is included in Table 4.

Table 4 Summary of Advanced Site Preparation

SUMMARY OF ADVANCE SITE PREPARATION
Conduct advance site preparation work including: <ul style="list-style-type: none">• Preload and drainage works along portions of the route• Several major utilities relocations• Landfill site remediation• Environmental mitigation and off-corridor compensation works• Stockpiling of preload materials

1.8.3 Environmental Assessment

The Environmental Assessment Certification is expected to be obtained in the summer of 2008.

1.8.4 Consultation with Stakeholders and the Public

A communications and consultation program was initiated by the Province in 2003. This program has provided, and will continue to provide, opportunities for stakeholders and members of the public to learn about the Project and provide input on key aspects and features of the Project.

Results of the pre-design consultations can be found in the pre-design consultation reports, which are included in the RFQ Data DVD.

In addition to the completed pre-design consultation and environmental assessment public comment periods, the Province, with the Concessionaire's support, will continue to consult with the public and stakeholders through the preliminary and detailed design phases of the Project.

The Gateway Program also has a proactive community relations program that provides information about the Project, and includes a public inquiry and response program to respond to email, phone and written inquiries.

1.8.5 Property Acquisition

The Province will acquire the land in the Identified Right of Way. The Province has commenced acquisition of this land.

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The Province will assist the Concessionaire in the acquisition of additional lands that are outside of the Identified Right of Way. The Concessionaire will be responsible for all costs associated with the acquisition of these additional lands.

2 COMPETITIVE SELECTION PROCESS

This section describes the process that the Province expects to use in the selection of a Preferred Proponent. The anticipated Competitive Selection Process includes two stages: the RFQ stage; and the RFP stage.

2.1 Request For Qualification Stage

The objective of the RFQ stage, in the absolute discretion of the Province, is to create a short list of up to three (3) Respondents. A Respondent's eligibility to be short-listed is conditional upon the Respondent:

- (a) having successfully demonstrated to the satisfaction of the Province, in its absolute discretion, that the Respondent is one of the best qualified, applying the criteria set out in Appendix A; and
- (b) having executed and delivered the Proponent Agreement to the Province in accordance with the terms of this RFQ.

The Province will give notice in writing to those Respondents whose Qualification Response is under consideration by the Province, in the absolute discretion of the Province, as one of the potential highest ranking Qualification Responses. The Province will as part of such notice invite such Respondents to deliver a duly executed Proponent Agreement to the Province.

Only Respondents who have received the above-referenced notice in writing from the Province and who have delivered the duly executed Proponent Agreement to the Province will be eligible to be short-listed and proceed to the next stage of the Competitive Selection Process.

2.2 Request For Proposals Stage

The objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Concession Agreement. The RFP stage will include interactive discussions relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP and the Proponent Agreement, to allow Proponents to provide comments on Project specific issues raised through the process.

2.2.1 Consultative Process

The Province anticipates that the RFP stage will allow Proponents to provide input on the Draft CA as follows:

- (a) the Province will invite each Proponent to review the Draft CA as attached to the RFP and then meet separately with the Province to discuss any comments or amendments that the Proponent requests to be considered; and

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- (b) the Province will consider comments and requested amendments received from the Proponents and may, at the absolute discretion of the Province, amend the Draft CA and by one or more addenda issue revised drafts of the Draft CA. Ultimately the Province will issue the Definitive CA as the common basis for the preparation of Proposals by the Proponents.

2.2.2 RFP Submission

The Proposal will address both the technical and financial aspects of the Project. It is anticipated that a technical submission addressing the technical aspects of the Proposal will be submitted in advance of the final submission.

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

- (a) a conceptual layout identifying key elements of the Proponent's preliminary design; and
- (b) plans outlining the Proponent's approach to items such as quality assurance, construction management, operations, asset preservation, communications, traffic and environmental management.

It is anticipated that the final submission during the RFP stage will occur shortly after the technical submission. The objective for the final submission will be to allow for selection of the Preferred Proponent who may be offered the opportunity to enter into the Concession Agreement.

The final submission is expected to include the following:

- a) fully committed equity and debt financing including confirmation from the Proponent's funding sources confirming acceptance of the terms of the Concession Agreement;
- b) a commitment to enter into the Concession Agreement by the Concessionaire; and
- c) committed pricing for the Project.

2.3 Compensation for Participation in Competitive Selection Process

The Province will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.

If the Competitive Selection Process continues into the RFP stage the Province intends to make provision for a Stipend or a Termination Fee being payable in accordance with the terms of the Proponent Agreement.

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If the Competitive Selection Process is successfully completed, then after execution and delivery of the Concession Agreement, a Stipend in the amount of \$1,500,000.00 will be paid to each Proponent that is not selected as the Preferred Proponent, subject to the terms of the Proponent Agreement and provided that such Proponent meets all the conditions for payment described in the Proponent Agreement. These conditions are anticipated to include, but will not be limited to the submission of a compliant Proposal, the transfer of all intellectual property rights to the Province and the execution and delivery of a full release of any and all Claims and a waiver of liability in favour of the Province.

If the Competitive Selection Process is terminated by the Province for reasons described in the Proponent Agreement, subject to the terms of the Proponent Agreement, a Termination Fee in an amount equal to the out of pocket costs actually incurred by the Proponent to prepare its Proposal but subject to a maximum of \$1,500,000.00 will be paid to each Proponent that meets the conditions for payment described in the Proponent Agreement.

2.4 Competitive Selection Process Timeline

The Province's proposed timeline for Competitive Selection Process milestones and the Project are outlined in Table 5.

Table 5 Proposed Project Timeline

ACTIVITY	TIMELINE
RFQ Submission	September 29, 2008
Issue RFP and draft Concession Agreement to Proponents	Fall 2008
Concession Agreement discussions	Fall 2008 to Spring 2009
Technical Submission	Spring 2009
Final Submission	Summer 2009
Selection of Preferred Proponent	Summer 2009
Financial Close	Fall 2009
Design & construction	Fall 2009 – December 2012

All dates and milestones in Table 5 are subject to change at the absolute discretion of the Province.

3 SUBMISSION INSTRUCTIONS

3.1 Submission Time and Delivery Address

Qualification Responses **must** be received before **4:00 P.M. local Vancouver time on September 29, 2008** (the “Submission Time”) at the following address (the “Submission Location”):

**South Fraser Perimeter Road Project
Metrotower 1
Suite 2400- 4710 Kingsway
Burnaby, BC
V5H 4M2**

Attention: Maria Ciarniello

The designated calendar and clock at the Submission Location, whether accurate or not, will govern the time and date of receipt of any and all Qualification Responses.

Qualification Responses sent by fax or email will not be accepted for this RFQ.

Qualification Responses received on or after the Submission Time will not be considered and will be returned unopened.

3.2 Language of Responses and Enquiries

Qualification Responses and all enquiries must be written in English.

3.3 Response Form and Content

Qualification Responses to this RFQ should be in the form and outline described in Appendix A. The content of the Qualification Response should include information in respect of each of the matters required to be considered and addressed, as described in Table 2.2 of Appendix A, and be sufficiently comprehensive to enable the Province to apply the Evaluation Criteria.

3.4 Complete RFQ

Respondents are solely responsible to ensure that they have received the complete RFQ. By submitting a Qualification Response each Respondent unconditionally represents and warrants that the Respondent has verified receipt of a complete RFQ and that the Respondent has accepted and understood the complete RFQ. Each and every Qualification Response is deemed to be made on the basis of the complete RFQ, including all Addenda.

3.5 Receipt Confirmation and Confidentiality Agreement

The Receipt Confirmation and Confidentiality Agreement in the form attached as Appendix B must be completed, executed and delivered to the Contact Person. The RFQ Data DVD and further

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information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation and Confidentiality Agreement.

3.6 Enquiries

All communications and enquiries, including Requests For Information (“RFI”), related to this RFQ must be in writing and delivered by email, hand or courier delivery, or facsimile to the Contact Person and must be clearly marked “South Fraser Perimeter Road Project RFQ Enquiry”. All communications and enquiries to and responses from the Contact Person will be recorded.

Requests for any information for clarification or for any other matters must be made using the Request for Information Form set out in Appendix F. The Province may, in its absolute discretion, distribute any communication or enquiry, including any RFI and any response to any RFI to all Respondents.

A Respondent may, if it considers that its enquiry set out in an RFI relates to commercially sensitive matters, request the RFI to be kept confidential, by setting out the request in the RFI and by clearly marking the RFI as “Commercial in Confidence”. The Province may, in its absolute discretion respond to the RFI on a confidential basis.

If the Province considers, in its absolute discretion, including for purposes of fairness in the Competitive Selection Process, that the Province should not respond to an RFI on a confidential basis, the Province will notify the Respondent who submitted the RFI marked “Commercial in Confidence” and specify the time period within which the Respondent may withdraw its RFI in writing. If the Respondent does not withdraw the RFI within the time specified by the Province, then the Province in its absolute discretion may provide the RFI and the Province’s response to the RFI to all Respondents.

Despite any other term of this RFQ, and despite any matter being identified as “Commercial in Confidence”, the Province may issue one or more letters of clarification, Addenda or other responses to all Respondents, if the Province in its absolute discretion, considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in or maintaining the integrity of the Competitive Selection Process.

The Province may, but will not be obligated to, respond to any communication, enquiry or RFI. If the Province decides to respond, the response will be in writing and delivered by email, hand, courier delivery, or facsimile.

3.7 No Unauthorized Contact

All communication and enquiries, including RFI, relating to the Project or the Competitive Selection Process, including without limitation this RFQ, must be in writing and directed to the Contact Person.

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Information offered or otherwise obtained from any source other than the Contact Person is not official, may be inaccurate, should not be relied on or otherwise used in any way, by a Respondent or by any Person, for any purpose, and will not be binding on the Province.

3.8 Delivery and Receipt of Communications, Addenda and Other Documents

The Province does not assume any risk, responsibility or liability whatsoever, and makes no representation and offers no guarantee or warranty whatsoever as to:

- (a) the timely, complete, effective, condition upon delivery, or receipt of any, communication, enquiry, response, information or other documentation, including the RFQ, or any and all Addenda, any Qualification Responses or Revisions, from or by any Person, including a Respondent or the Province, whether by email, by courier, by hand, or by facsimile; or
- (b) the working order, functioning or malfunctioning, or capacity of any facsimile transmission equipment or electronic email or information system, including the RFQ Data DVD.

All permitted fax or email communications or delivery of documents relating to this RFQ will be deemed to have been received by the Province on the dates and times indicated on the Province's facsimile transmission equipment or electronic equipment.

Each part of this RFQ, any and all Addenda and any and all other communications, responses or other documentation delivered by or on behalf of the Province, will be deemed validly delivered to and received by the intended recipient, including any Respondent, at the time that the RFQ, such Addenda, communications, responses or other documentation, as the case may be, is issued by facsimile transmission to the facsimile number designated by the Respondent as the facsimile number for receipt of information in connection with the RFQ, or by electronic email to the email address designated by the Respondent as the email address for receipt of information in connection with the RFQ.

3.9 Addenda

The Province may, in its absolute discretion through the Contact Person, amend any part or parts of this RFQ including the Submission Time, at any time and from time to time by Addendum issued through the Contact Person. Addenda are the only means of amending this RFQ, and no other form of communication whether written or oral, including written responses to enquiries or any RFI as provided by section 3.6, will be included in or in any way amend this RFQ.

3.10 Inconsistency between Paper and Electronic Form

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the paper form of the document prevails.

3.11 Revisions to Qualification Responses Prior to the Submission Time

Respondents may make Revisions to their Qualification Responses, including withdrawing their Qualification Responses, in accordance with the terms of this RFQ.

Revisions must:

- (a) be written in English and must be enclosed in a sealed envelope or container;
- (b) clearly indicate the changes made, with every page numbered, or clearly indicate the withdrawal of the Qualification Response, as the case may be;
- (c) be submitted by hand or courier to the Submission Location on Monday to Friday excluding public holidays in the Province of British Columbia between the hours of 8:00 a.m. and, subject to the Submission Time, 5:00 p.m. (local Vancouver time); and
- (d) be received before the Submission Time.

The designated calendar and clock at the Submission Location, whether accurate or not, will govern the time and date of receipt of any and all Revisions. Revisions received on or after the Submission Time will not be considered and will be returned unopened.

Revisions should be clearly marked "Revision to South Fraser Perimeter Road Project RFQ Qualification Response of [Respondent's name]".

Revisions posted by mail or sent by facsimile or email will not be considered by the Province.

4 EVALUATION

4.1 Evaluation

The Province, assisted by government employees and advisors, will evaluate Qualification Responses.

The Province may in its absolute discretion in carrying out any Qualification Response evaluation and related activities, conduct inquiries, reviews and checks, in confidence obtain and rely on technical, financial, legal and other input, advice and direction from government and private sector advisors.

4.2 Evaluation Criteria

Qualification Responses will be evaluated by the Province, in its absolute discretion, by application of the Evaluation Criteria as outlined in Appendix A.

4.3 Evaluation and Selection Procedures

The Province may, in its absolute discretion and without further reference to the Respondent or any other Person:

- (a) conduct reference, credit or other checks with any or all of the references and other sources cited in a Qualification Response;
- (b) independently verify any information regarding a Respondent, including its directors, and officers, any member of the Respondent Team, any Respondent Members and any Key Individuals, whether or not contained in any Qualification Response;
- (c) conduct any background investigations that it considers necessary or desirable in the course of the Competitive Selection Process;
- (d) seek clarification, more complete, supplementary, and additional information or documentation from the Respondent or in connection with a Qualification Response, if the Province considers that any Qualification Response or any part of a Qualification Response requires clarification or more complete information, contains an alteration, qualification, omission, inaccuracy or misstatement, or does not for any reason whatsoever comply with any requirements of this RFQ; and
- (e) in evaluating a Qualification Response, rely on, consider, or disregard any relevant information and documentation, including any clarifications, more complete, supplementary and additional information or documentation, as the case may be, contemplated in section 4.3(a) to (d) or otherwise obtained from any other sources the Province considers appropriate in its absolute discretion. The Province may also include in the evaluation of

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any Qualification Response consideration of any additional documents and information submitted pursuant to this RFQ and advice and input from the Province's government and private sector advisors.

The Province may, in its absolute discretion discontinue, at any time, the evaluation of a Qualification Response if the Province considers, having undertaken a preliminary review of the Qualification Response, that the Respondent or Qualification Response as compared to all the Qualification Responses is not in contention to be short-listed for any reason or reasons in the absolute discretion of the Province.

Any incomplete Qualification Response may be Disqualified by the Province without further or any consideration in the absolute discretion of the Province.

If any experience, capacity or other information contained in a Qualification Response is not verified to be in accordance with the requirements of the RFQ through such reference checks, the Province is not obliged to consider such cited experience, capacity or other information.

The Province will notify the Respondents that have been short-listed by sending a written notice to that effect to the Respondent's Representative.

After the announcement of the Short-listed Respondents, the Province will conduct a debriefing for any Respondent upon request. In a debriefing, the Province will discuss the strengths and weaknesses of that Respondent's Qualification Response, but the Province will not disclose or discuss any confidential information of another Respondent.

4.4 Interviews / Presentations

Respondents may be required by the Province to have interviews or present their Qualification Response during the evaluation process at the request of the Province. The presentations should be specific to the Project request and must not contain any marketing information of the Respondent or any member of the Respondent Team.

4.5 Short-Listed Respondents and Changes to Proponent Teams

The Province intends to issue the RFP only to the Short-listed Respondents that have executed and delivered the Proponent Agreement in accordance with this RFQ.

If for any reason a Proponent wishes to implement a Change to the Proponent Team, including a Change to any member of the Proponent Team, including the Proponent itself, the Proponent must deliver a written request to the Province for permission in writing from the Province to institute the proposed Change.

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The Proponent must include in such written request:

- a) the reason for the proposed Change;
- b) a comprehensive description of the proposed Change; and
- c) sufficient information and documentation, including but not limited to the impact of the proposed Change upon the suitability, knowledge, skills, resources, experience, qualifications and abilities of the Proponent, the Proponent Team and each member of the Proponent Team, to demonstrate that the proposed Change, if permitted, would result in the Proponent, the Proponent Team and each member of the Proponent Team (considered as a whole and considered separately) meeting or exceeding (in the sole opinion of the Province) the suitability, qualifications, experience, and abilities of the Proponent, the Proponent Team and each member of the Proponent Team (considered as a whole and considered separately) before the proposed Change. The Proponent must provide such further information and documentation as the Province may require in the Province's absolute discretion for the purpose of considering any such request.

The Province may, in its absolute discretion, by written notice refuse or permit the proposed Change and any permission of the Province may be on such terms and conditions as the Province may in its absolute discretion consider appropriate.

5 RFQ TERMS AND CONDITIONS

5.1 No Obligation to Proceed

This RFQ does not constitute an offer of any kind, including an offer to enter into any contract with any Person, including any Respondent. No contract of any kind is formed under, or arises from this RFQ, including as a result of the submission of a Qualification Response and no contract is entered into in connection with this RFQ save and except pursuant to the Proponent Agreement and the Receipt Confirmation and Confidentiality Agreement. This RFQ does not commit or make the Province responsible in any way, whether in contract, tort or otherwise, to anything whatsoever, including to proceed with an RFP stage, or any other part of the Competitive Selection Process.

5.2 Freedom of Information and Protection of Privacy Act

By submitting a Qualification Response, the Respondent represents and warrants on a continuing basis to the Province that the Respondent has fully complied with applicable all laws and regulations, including by obtaining any required consents and authorizations for the collection, use and disclosure of information and in particular any consents and authorizations required for the submission of such information to the Province as part of the Qualification Response, for the purposes of this RFQ and the Competitive Selection Process.

By submitting a Qualification Response the Respondent unconditionally and irrevocably acknowledges and agrees that all documents and other records in the custody of or under the control of the Province including the Qualification Response and all those submitted to the Province by the Respondent are subject to the *Freedom of Information and Protection of Privacy Act* (“FOIPPA”) and other applicable laws. Subject to the foregoing and except as expressly stated in this RFQ all documents and other records submitted in response to this RFQ including but not limited to the Qualification Response will be considered confidential.

FOIPPA can be accessed as follows:

www.lcs.gov.bc.ca/privacyaccess/manual/ToC.htm

5.3 Cost of Preparing the Qualification Response

Without limiting any other term of this RFQ, including section 5.4, each Respondent is solely responsible for all costs and expenses howsoever incurred in: preparing its Qualification Response; preparing all information or documentation relating to this RFQ, including any additional, more complete or supplementary information and documentation requested by the Province; and attending meetings and conducting due diligence.

5.4 Reservation of Rights

Without limiting the rights and discretions of the Province set out elsewhere in this RFQ, including in section 4.3, and without limiting any other rights and discretions to which the Province is entitled, the Province reserves the right, in its absolute discretion, to do any one or more of the following:

- (a) modify, postpone, cancel or suspend, temporarily or otherwise, any or all stages of the Competitive Selection Process, including this RFQ;
- (b) re-issue this RFQ or any other request for qualifications, issue and/or implement any other selection process for or to take any other steps or actions to procure the delivery of the same or similar Project or any part or parts of the works comprising the Project, including to enter into negotiations with any Person;
- (c) amend any part or parts of this RFQ, including the scope or any other part of the Project, the dates, schedules, timelines, Submission Location, Submission Time, Competitive Selection Process or requirements;
- (d) consider, evaluate, accept, not accept, not consider, not evaluate, Disqualify or discontinue evaluation of any Qualification Response or Qualification Responses;
- (e) disqualify or otherwise exclude any Respondent, any Respondent Team, any member or prospective member of a Respondent Team, or any Respondent Member or prospective Respondent Member, from any participation, or from any further participation, in the RFQ stage or any other part or stage of the Competitive Selection Process;
- (f) waive any defect, including any alteration, qualification, omission, inaccuracy or misstatement, non-compliance, non-conformity (including in form or content) or irregularity in a Qualification Response whether material or not, and consider and evaluate, including any additional, more complete and supplementary information or documentation, and accept that Qualification Response; and
- (g) not accept any or all Qualification Responses

at any time for any reason or reasons the Province in its absolute discretion deems appropriate and to be solely in the best interests of the Province and the Competitive Selection Process, or either of them.

The Province, Partnerships BC and their respective officials, employees, representatives, agents, consultants and advisors, including the Fairness Reviewer and the COI Adjudicator, will have no responsibility, obligation or liability whatsoever in contract, tort or otherwise, for reimbursement, costs, liabilities, claims, expenses, damages or losses, including loss of profits or loss of opportunity, incurred or suffered in any way by any Respondent, any Respondent Team, any

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member or prospective member of a Respondent Team, or any Respondent Member or prospective Respondent Member, or any other Person whatsoever in connection with, relating to or arising howsoever from the Competitive Selection Process, or any part or parts thereof, including but not limited to, the use of or reliance on the Restricted Parties list, any identification of or failure to identify (in a timely manner or at all) any Person as a Restricted Party, any ruling or advice of or failure to provide a ruling or advice (in a timely manner or at all), of the COI Adjudicator, this RFQ, including any of the matters described in this section 5.4, the Competitive Selection Process, or any departure whether material or otherwise from the terms of this RFQ or the Competitive Selection Process.

5.5 Ownership of Qualification Response

Each and every Qualification Response submitted to the Province becomes the property of the Province immediately upon receipt by the Province and, subject to the FOIPPA and the terms of this RFQ, will be held in confidence by the Province.

5.6 Disclosure and Transparency

The Province expects to disclose the following information during this stage of the Competitive Selection Process: the RFQ, the number of Respondents, the names of Respondents, and the names of all Short-listed Respondents (if any).

The disclosure of any information by or generated in relation to the Project or the Competitive Selection Process, including communications with the media and the public by or on behalf of the Respondent, must be coordinated with, and is subject to the prior written approval of the Province in the absolute discretion of the Province.

Respondents will notify the Province of any and all requests for information or interviews received from the media.

Respondents will ensure that the Respondent Team, every member of the Respondent Team and all others associated with the Respondent comply with these requirements.

5.7 No Collusion

By submitting a Qualification Response, the Respondent on its own behalf and as the expressly authorized agent of each entity, firm, corporation or individual member of the Respondent and Respondent Team, unconditionally represents, warrants and confirms to the Province, with the knowledge and express intention that the Province will rely on such representation, warranty, and confirmation, that its Qualification Response has been prepared and submitted in good faith and without collusion or fraud, and in fair competition with all other prospective Respondents, prospective Respondent Teams, and other Respondents.

5.8 No Lobbying

Respondents will ensure that their respective Respondent Teams, the members of their Respondent Teams, and any other firm, corporation or individual member of any of them will not communicate or attempt to communicate directly or indirectly with the Province, including any elected official, Partnerships BC, or the Fairness Reviewer, or any employees, directors, officers, officials, agents or representatives of any of them, during any part of this RFQ stage, including during any part of the evaluation process, or during the Competitive Selection Process, except as expressly directed or permitted by the Province.

5.9 Relationship Disclosure and Review Process

Without limiting any other term of this RFQ, the Province may in its absolute discretion Disqualify any Respondent that in the Province's opinion has an actual conflict of interest or unfair advantage or has or had a relationship that has the potential for a conflict of interest to occur.

Respondents must submit with their Qualification Response the completed Relationship Disclosure Form attached as Appendix D.

Each Respondent, including each member of the Respondent Team, and any other firm, corporation or individual member of the Respondent Team, must fully and in good faith disclose all relationships they may have or have had with the Province, Partnerships BC, any Restricted Party, or any other Person who has provided, is providing or, intends to provide advice or services to the Province with respect to the Project:

- (a) by submission of the completed Relationship Disclosure Form with its Qualification Response; and
- (b) thereafter as a continuing obligation throughout the Competitive Selection Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

At the time of such disclosure, the Respondent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be implemented to mitigate, minimize or eliminate the actual or potential conflict of interest or unfair advantage, as applicable. The Respondent will provide such additional information and documentation and implement such additional measures as the Province may require, in its absolute discretion in connection with the Province's consideration of the disclosed relationship and the proposed measures.

A description of the relationship review process is posted on the Gateway Program website (www.gatewayprogram.bc.ca).

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5.9.1 Use or Inclusion of Restricted Parties

The Province may, in its absolute discretion, Disqualify a Respondent or impose such conditions on the Respondent's continued participation in the Competitive Selection Process as the Province may consider to be in the public interest or otherwise appropriate in the absolute discretion of the Province, if the Respondent uses or includes a Restricted Party in its Respondent Team:

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

Each Respondent must ensure that neither the Respondent nor any member of the Respondent Team uses, consults or seeks advice from any Restricted Party or includes any Restricted Party in the Respondent Team.

5.9.2 Restricted Parties

At this RFQ Stage, the Province has identified the following Persons as Restricted Parties:

- DA Aberdeen & Associates Ltd
- CH2M Hill Canada Limited
- Delcan Corporation
- Farris, Vaughan, Wills & Murphy LLP
- Geoplan Opus Consultants Inc
- Golder Associates Ltd
- Hemmera Envirochem Inc.
- Kirk & Co Consulting Ltd
- KPMG LLP
- PricewaterhouseCoopers LLP
- Banjar Management Inc.
- Miller Thomson
- CMS Focus Construction Management Services Ltd

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- E. Wolski Consulting Inc.
- Lucent Strategies Inc.
- RF Binnie and Associates
- Coast River Environmental Services Ltd.
- Coast Environmental Services
- Beringer Group

This is not an exhaustive list of Restricted Parties. Additional Persons may be identified by the Province as Restricted Parties, including by being added to the list (above) at any time during the Competitive Selection Process.

5.9.3 Shared Use

Shared Use Persons may enter into arrangements with any and all Respondents, but may not enter into exclusive arrangements with any Respondent and a Respondent may not enter into exclusive arrangements with any Shared Use Person. Shared Use Persons include Persons who have unique or specialized information or skills such that the Province considers in its sole discretion their availability to all Respondents to be desirable in the interests of the Competitive Selection Process. The following Persons have been identified as Shared Use Persons:

- Wakefield Acoustics Ltd.
- BKL Consultants

This is not an exhaustive list of Shared Use Persons as the Province may from time to time identify and add other Persons to the list of Shared Use Persons.

5.9.4 Conflict of Interest Adjudicator

As part of the Relationship Review Process the Province has appointed a COI Adjudicator to make decisions on conflicts of interest or unfair advantage, including whether any Person is a Restricted Party. The decision of the COI Adjudicator on any conflict of interest or unfair advantage issue, whether in response to a request for an advance ruling or a request by the Province during any stage of the Competitive Selection Process, is final and binding on the Person requesting the ruling, and on all other Persons, including all Respondents, Respondent Teams, each member of the Respondent Teams and the Province.

5.9.5 Request for Advance Rulings

A Respondent or a prospective member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent or

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Respondent Team is or may be a Restricted Party, or becomes aware of circumstances that may constitute or give rise to an actual or potential conflict of interest or unfair advantage, should promptly request an advance ruling from the COI Adjudicator.

To request an advance ruling, a Respondent or prospective Respondent Team member or advisor to that Respondent must submit to the Contact Person, not less than ten (10) days prior to the Submission Time by email, hand or courier delivery, or facsimile, all relevant information and documentation, including the following information:

- (a) names and contact information of the Respondent and the Person for whom the advance ruling is requested;
- (b) a description of the relationship that raises the possibility of or potential perception of a conflict of interest or unfair advantage;
- (c) a description of the steps taken to date and future steps proposed to be taken to mitigate the conflict of interest or unfair advantage; and
- (d) copies of any relevant documentation.

Subject to the terms of this RFQ, including section 5.2, all requests for advance rulings will be treated in confidence. If a Respondent or a member of a Respondent Team or an advisor to a Respondent or an advisor to a member of a Respondent Team becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

5.9.6 The Province May Request Advance Rulings

The Province may at any time independently seek advance rulings from the COI Adjudicator if Persons who may be Restricted Parties, or if actual, potential or perceived conflicts of interest or unfair advantage are brought to or otherwise come to the attention of, or are identified by the Province. The Province will, if it seeks an advance ruling, provide the COI Adjudicator with relevant information, including relevant information in its possession about the participation of the Person in the Project or other circumstances that may render such Person a Restricted Party. The Province will give notice to the possible Restricted Party so that it can make its own submission to the COI Adjudicator.

5.9.7 Exclusivity

Key Individuals, DB Contractor and Equity Members can participate as members of and must be exclusive to only one Respondent Team.

5.10 Fairness Reviewer

The Province has appointed a Fairness Reviewer with responsibility to review the evaluation process undertaken pursuant to this RFQ, and to review the Province's process for the selection of Short-listed Respondents. The Fairness Reviewer will provide a written report at the end of the RFQ stage to the Province.

The Fairness Reviewer will be provided with full access to all documents and information related to the evaluation process undertaken and other activities associated with this RFQ, as may be required by the Fairness Reviewer.

5.11 No Representation for Accuracy of Information

Neither the Province nor Partnerships BC nor any of their respective officials, representatives, agents, consultants, employees or advisors make any representation or warranty, or have any liability or responsibility with respect to, the accuracy, reliability, sufficiency, relevance or completeness of any of the information set out in this RFQ or its Appendices (as amended from time to time) or in the RFQ Data DVD or in any other background or reference information or documents prepared by third parties and made available to Respondents.

Qualification Responses must be prepared and submitted solely on the basis of information independently obtained and verified by Respondents, and on the basis of the Respondent's independent investigations, examinations, knowledge, analysis interpretation, information and judgment, rather than in reliance on information provided in or in connection with this RFQ or on the Respondent's analysis or interpretation of such information.

Nothing in this RFQ or otherwise shall relieve Respondents from undertaking their own investigations and examinations and developing their own analyses, interpretations, opinions and conclusions with respect to the matters set out in this RFQ and in the preparation and delivery of their Qualification Responses.

6 GLOSSARY OF TERMS

In this RFQ the following words have the meanings set out as corresponding to those words.

Addenda means the written documents expressly identified as addenda and issued by the Province pursuant to this RFQ, and **Addendum** means any one of such documents.

Authorized Signatory or **Authorized Signatories** of a Respondent means the person(s) or firm(s) having the authority to legally bind the Respondent.

Certificate and Declaration Form means the form set out in Appendix C to this RFQ.

Change includes, in respect of a Proponent, a Proponent Team, or any member of a Proponent Team, a redesignation, modification, removal, reorganization, addition, substitution, and change in ownership or control.

Claim means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

COI Adjudicator means the Conflict of Interest Adjudicator described in section 5.9.4 of this RFQ.

Competitive Selection Process means the stages and procedures, including this RFQ, consultations, workshops and topic meetings that make up the procurement process for the Project.

Concession Agreement or CA means the agreement or agreements, as applicable, to be entered into by the Province and the Concessionaire for the delivery of the Project.

Concessionaire means the Person that enters into the Concession Agreement for the delivery of the Project.

Confidentiality Agreement Terms means the terms set out in Appendix E to this RFQ.

Contact Person means

*South Fraser Perimeter Road Project
Metrotower 1
Suite 2400- 4710 Kingsway
Burnaby, BC
V5H 4M2*

Attention: Maria Ciarniello

Email: SFPRRFQ@gatewayprogram.bc.ca

Fax: 604-775-0347

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or any substitute or alternate person identified in writing by the Province by Addendum to this RFQ.

Definitive CA means the Draft CA as revised and amended by Addenda and delivered to the Proponents in accordance with the RFP.

Design Build Contractor or **DB Contractor** means individuals, corporations, other entities or the underlying legal entities that make up joint ventures and partnerships who have the direct responsibility to design and build the Project, as described in the Qualification Response.

Disqualification or **Disqualified** or **Disqualify** means the exclusion of a Respondent, or any submission including a Qualification Response from a Respondent, as the case may be, from the Competitive Selection Process.

Draft CA means the draft form of Concession Agreement entitled the “Draft CA” and issued as part of the RFP.

Environmental Assessment Application means environmental assessment application conducted for the Project pursuant to the *Environmental Assessment Act* (British Columbia).

Equity Member means individuals, corporations, other entities or the underlying legal entities that make up joint ventures and partnerships who have an ownership or equity interest in the Project, as described in the Qualification Response.

Evaluation Criteria means the Evaluation Criteria described in Appendix A of this RFQ.

Fairness Reviewer means the person described in section 5.10 of this RFQ.

Financial Close means the date the Concession Agreement is entered into by the Province and the Concessionaire.

Fraser Heights Connector means that portion of the SFPR east of the western end of the Fraser Heights Bridge that is being designed and constructed as part of the Port Mann / Highway 1 Project.

Identified Right of Way means the right of way identified by the Province in the reference concept.

Key Individuals means the specific person, exclusive to one Respondent, including:

- Concessionaire Director; and
- Design Build Project Director.

Nominated Projects means those projects, relevant and comparable to the Project, that the Respondent includes in their Qualification Response to demonstrate the strength and relevance of their experience, track record and capabilities as related to the Evaluation Criteria.

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Partnerships BC or PBC means Partnerships British Columbia Inc. Partnerships BC was established by the Government of British Columbia to structure and implement partnership solutions which serve the public interest. Additional information about Partnerships BC is available at www.partnershipsbc.ca.

Person(s) means an individual, corporation, partnership, joint venture, association, trust, pension fund, union, government, governmental body, governmental agency, authority, board, tribunal, commission or department and the heirs, beneficiaries, executors, personal or other legal representatives or administrators of an individual, and the receivers and administrators of a corporation.

Port Mann Highway 1 Project means the project being undertaken by the Province that involves the widening of the highway, upgrading interchanges and improving access and safety on Highway 1 from Vancouver to Langley, including the construction of a new bridge at the Port Mann crossing of the Fraser River.

Preferred Proponent means any entity, including the company, firm, consortium or any legal entity selected by the Province during the RFP stage of the Competitive Selection Process to negotiate the Concession Agreement.

Project or **South Fraser Perimeter Road Project** means the design, build, financing, operation, maintenance, and rehabilitation of the SFPR as described in this RFQ.

Proponent means a Short-listed Respondent that has executed and delivered the Proponent Agreement in accordance with the Proponent Agreement.

Proponent Agreement means the form of agreement set out in Appendix G to this RFQ.

Proponent Team means the Proponent, Equity Members, DB Contractors and Key Individuals.

Proposal means a proposal that is submitted by a Proponent during the RFP stage of the Competitive Selection Process in accordance with the RFP.

Province means Her Majesty the Queen in right of the Province of British Columbia or an agency of the Province of British Columbia.

Qualification Response means the statement of qualifications and other information submitted by a Respondent in response to and in accordance with this RFQ.

Receipt Confirmation and Confidentiality Agreement means the receipt confirmation and confidentiality agreement substantially in the form set out in Appendix B to this RFQ.

Relationship Disclosure Form means the form set out in Appendix D to this RFQ.

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Request for Information means all communications and enquires of or on behalf of the Respondent related to this RFQ addressed to the Province.

Request for Information Form or RFI Form means the form set out in Appendix F to this RFQ.

Request for Proposals or **RFP** means the request for proposals which may be issued by the Province as a stage of the Competitive Selection Process, as amended from time to time by the Province in accordance with its terms.

Request for Qualifications or **RFQ** means this request for qualifications including all appendices and attachments, as amended by Addenda that may be issued from time to time in connection with this RFQ.

Respondent means any entity, including a company, firm, consortium or any legal entity, which submits a Qualification Response.

Respondent Member means the individuals, corporations, other legal entities or the underlying legal entities that make up joint ventures and partnerships of the DB Contractors or Equity Members of the Respondent Team.

Respondent's Representative means the person or firm, identified in the Receipt Confirmation and Confidentiality Agreement Form and Certificate and Response Form, who is fully and duly authorized to represent the Respondent in any and all matters related to its Qualification Response.

Respondent Team means the Respondent, Equity Members, DB Contractor and Key Individuals.

Restricted Parties means a Person who had, or currently has, participation or involvement in:

- (a) the Competitive Selection Process;
- (b) the design, planning or implementation of the Project; or
- (c) any other relationship with the Province;

and as a result has an actual conflict of interest or may provide a material unfair advantage to any Respondent or confidential information to any Respondent that is not, or would not reasonably be expected to be, available to other Respondents, and include the Persons listed in section 5.9.2 of this RFQ, and **Restricted Party** means any one of such Persons.

Revisions means changes made by a Respondent to its Qualification Response, including a withdrawal of its Qualification Response, in accordance with this RFQ and **Revision** means any one of such Revisions.

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RFQ Data DVD means the Digital Video Disk (DVD) that contains background data relating to the Project and issued by the Province in connection with the RFQ stage of the Competitive Selection Process.

SFPR means the South Fraser Perimeter Road Project.

Shared Use Person means the Persons described in and includes the Persons listed in section 5.9.3 of this RFQ and “Shared Use Person” means any one of such Persons.

Short-listed Respondents means the Respondents designated by the Province as Short-Listed Respondents in accordance with this RFQ.

Stipend means the sum described as Stipend in section 2.3 of this RFQ.

Submission Location means the location described in section 3.1 of this RFQ, as may be amended by Addendum.

Submission Time means the time and date described in section 3.1 of this RFQ, as may be amended by Addendum.

Termination Fee means the sum described as Termination Fee in section 2.3 of this RFQ.

7 INTERPRETATION

The headings, captions, and formatting in this RFQ are inserted for convenience only and do not form a part of this RFQ and in no way define, limit, alter or enlarge the scope or meaning of any term of this RFQ.

References in this RFQ to “at the sole discretion”, “in its discretion”, “at its discretion”, “sole discretion”, “in its sole discretion”, “in the sole opinion”, “sole opinion”, “in the Province’s sole opinion”, “in its sole and absolute opinion”, “in its absolute discretion”, “in the absolute discretion”, “the exercise of discretion”, “in the sole opinion”, and “rights and discretion” when used in respect of the Province will be interpreted to mean the sole, absolute and unfettered, including unfettered by any implied or express duties of good faith or of fairness, right, discretion or opinion, as the case may be, of the Province.

In this RFQ, wherever the singular or masculine is used it will be construed as if the plural, the feminine or the neuter, and wherever the plural or the feminine or the neuter is used it will be construed as the singular or masculine, as the case may be, had been used where the context may require.

Each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

All monetary amounts referred to in this RFQ are to lawful currency of Canada.

A reference in this RFQ to a statute whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution thereof or in replacement thereof.

In this RFQ, the words “including” and “includes”, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

APPENDIX A – QUALIFICATION RESPONSE GUIDELINES

Table of Contents

1. Qualification Response Guidelines
2. Evaluation
 - 2.1 Evaluation Criteria
 - 2.2 Qualification Response Content Requirements

Form A - 1: Nominated Projects

1 Qualification Response Guidelines

Qualification Responses should:

- (a) Include all of the information requested in this Appendix A;
- (b) Follow the outline for the submission content structure provided in Table 2.2 of this Appendix A;
- (c) Be on 8.5" x 11" paper;
- (d) Have text with 1.5 line spacing and minimum 11 point font size;
- (e) Clearly label on the outside of a sealed container with the following words:
 "RFQ-SFPR, South Fraser Perimeter Road Project, RFQ Qualification Response";
 and
 Respondent Name and return address.
- (f) Be submitted in two packages, in accordance with Table 1.

Table 1 – Submission Packages

Package	Contents	Number of Copies
1	a. Transmittal letter; b. Certificate and Declaration Form (Appendix C) signed by the Respondent; c. Relationship Disclosure Form (Appendix D) signed by the Respondent and all members of the Respondent Team who are identified in the Qualification Response; and d. Letters of Commitment.	One electronic copy, preferably in PDF format, and One printed copy marked "Master"
2	Qualification Response (Section 2 of this Appendix A)	One electronic copy, preferably in PDF format, One unbound printed copy marked "Master" and 15 identical bound printed copies

Qualification Responses should include duly executed originals of the Certificate and Declaration Form (Appendix C) and of the Relationship Disclosure Form (Appendix D). Without limiting any other term of this RFQ, faxed copies of the duly executed Certificate and Declaration Form (Appendix C) and of the Relationship Disclosure Form (Appendix D) may be delivered with the Qualification Responses, provided that the duly executed originals of the Certificate and Declaration Form (Appendix C) and of the Relationship Disclosure Form (Appendix D) are delivered to the Submission Location before the Submission Time.

2 Evaluation

2.1 Evaluation Criteria

The Province will evaluate Qualification Responses by applying the Evaluation Criteria and weighting in Table 2.1, in accordance with each section of the Qualification Response content requirements outlined in Table 2.2.

Without limiting in any way the Province's rights and discretions, including in section 5.4 of this RFQ, in respect of any of the requirements referenced in Table 2.2, the Province may in its absolute discretion, after reviewing the contents of the Qualification Response in accordance with section 3.1 of Table 2.2 of this Appendix A, discontinue the evaluation of any Qualification Response if the Respondent is determined to be unable to demonstrate its ability to raise sufficient capital to fund the estimated equity requirement or its financial viability.

Table 2.1 – Evaluation Framework and Criteria

Category	Evaluation Criteria	Weighting
Section 1 Introduction and Nominated Projects	Each response shall contain the following information: 1. Proposed Respondent Team; 2. Contact information; 3. Nominated Projects; and 4. Letters of commitment.	
Section 2 Concessionaire	Strength and relevance of demonstrated experience, track record and capability relating to: 1. P3 highway development experience; 2. Stakeholder Relations; 3. Strategic Corridor Management; and 4. Key Individuals.	15 5 5 5
Section 3 Financial Capacity and Experience	Strength and relevance of demonstrated experience, track record and capability relating to: 1. Financial capacity; 2. Project financing experience; and 3. Project financing approach.	10 10
Section 4 Design Build Contractor	Strength and relevance of demonstrated experience, track record and capability relating to: 1. Project Management; 2. Design; 3. Construction.	15 10 15
Section 5 Infrastructure Management	Strength and relevance of demonstrated experience, track record and capability relating to: 1. Operations and Maintenance Approach; and 2. Asset Preservation and End of Term Approach.	5 5
Total		100

2.2 Qualification Response Content Format Structure and Requirements

Qualification Responses should include the section numbers and titles provided in Table 2.2 and should indicate how the information provided by the Respondent relates to the specified content requirements in Table 2.2.

Table 2.2 – RFQ Qualification Response Content Format Structure and Requirements

Section	Section Title	Content Requirements
1	Introduction and Nominated Projects	
1.1	Proposed Respondent Team	<ul style="list-style-type: none"> a. Provide the legal name of the entity for each of the following: <ul style="list-style-type: none"> • Equity Member(s) including lead; and • DB Contractor. b. Provide organization chart(s) describing all of the proposed major contractual and partnering relationships among the Respondent’s team including: <ul style="list-style-type: none"> • Equity Member(s); and • DB Contractor(s). c. Provide project organization chart(s) showing the reporting relationships of the following: <ul style="list-style-type: none"> • Senior project management (including Key Individuals); • Management committee(s); and • Project board(s) (or their organizational equivalents). d. Provide a short description of the Respondent and each member of the Respondent Team (for publication of the teams short-listed for the RFP stage).

1.2	Contact Information	<p>Provide the following details for the Respondent's Representative:</p> <ul style="list-style-type: none"> • Name; • Employer; • Mailing/Courier Address; • Telephone numbers; • Facsimile number; and • Email address. <p><i>Please note: The Respondent's Representative will be the <u>only</u> person to receive communication from the Contact Person regarding the RFQ.</i></p>
1.3	Nominated Projects	<p>Submit a maximum of 15 Nominated Projects using Form A-1.</p>
1.4	Letters of Commitment	<p>Submit a letter of commitment from a senior officer of each Equity Member which describes the degree of their commitment to:</p> <ul style="list-style-type: none"> • Completing the Competitive Selection Process; • Operating in Canada and British Columbia; and • Providing necessary resources for the Project.
2	Concessionaire	
2.1	Public Private Partnership Highway Development Experience	<p>a. Describe the Respondent's experience, track record and capability with the following based on up to five of the Nominated Projects that are demonstrated to be relevant to the Project:</p> <ul style="list-style-type: none"> • Developing and managing active highways including new highway construction in urban areas; • Assembling and managing multi-disciplinary teams; and • Managing contractors in the delivery of complex design build highway contracts. <p>b. For each of the Nominated Projects referenced in (a), specifically discuss experience, track record and capability with the following with reference to a primary agreement (e.g. the concession agreement):</p> <ul style="list-style-type: none"> • The concessionaire's performance in meeting its obligations; and • The level of achievement of performance specifications, including any cured and uncured contractual defaults.

2.2	Stakeholder Relations	<p>Describe the Respondent's experience, track record and capability with the following based on up to five of the Nominated Projects that are demonstrated to be relevant to the Project:</p> <ul style="list-style-type: none"> • Government relations; • Community relations; and • Media Relations.
2.3	Strategic Corridor Management	<p>Describe the Respondent's experience, track record and capability with the following based on up to five of the Nominated Projects that are demonstrated to be relevant to the Project:</p> <ul style="list-style-type: none"> • Managing cost risks and operations over the life of the Nominated Project; • Managing major contracts during operations; • Stewardship of the corridor; and • Working with local authorities and third parties to address issues as they arise.
2.4	Key Individuals	<p>Provide comprehensive resumes including references for the following Key Individuals as identified in the project organization chart(s):</p> <ul style="list-style-type: none"> • Concessionaire Director – Concessionaire; and • Design Build Project Director – DB Contractor. <p>The resumes should describe their degree of involvement with:</p> <ul style="list-style-type: none"> • Management of the development, construction, and operations phases of projects.

3	Financial	
3.1	Financial Capacity	<p>Demonstrate the financial capacity of each Equity Member by providing the following;</p> <ul style="list-style-type: none"> • Estimated level of equity participation in the Project, in percentage and dollar terms, for each Equity Member and demonstration of how that equity will be funded; and • Description of credit lines, cash or other liquid investments available to support the estimated level of equity participation required. <p>Demonstrate the financial viability of each Equity Member and DB Contractor by providing the following;</p> <ul style="list-style-type: none"> • Annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; • Interim quarterly financial statements since the last annual statement; • Details of any material events that may affect the party’s current financial standing since the last financial statements provided; • Details of credit rating(s); and • Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years. <p>This information should be sufficient to demonstrate that the Respondent is financially viable and has the ability to raise sufficient capital to fund the Respondent’s estimate of required equity.</p>
3.2	Project Financing Experience	<p>Describe the Respondent’s experience, track record and capability to structure and raise financing based on up to five Nominated Projects that reached financial close within the last five years, which are demonstrated to be relevant to the Project. This description should include the following:</p> <ul style="list-style-type: none"> • Type of project (e.g. highway, hospital); • Concession structure (e.g. design-build-finance-maintain, design build finance, availability payment); • Amount of financing; • Term of financing; • Type of financing; • Funding sources; • Financial innovations used; and • Roles and responsibilities with respect to financing.

3.3	Project Financing Approach	<p>Provide descriptions and rationale for the proposed financing plan, making reference to approaches adopted in up to five Nominated Projects, that demonstrates the Respondent’s relevant experience, track record , capability and approach with respect to the following:</p> <ul style="list-style-type: none"> • Potential financing issues, including reference to current market financial conditions; • Potential capital structure; • Potential funding sources; • Potential pricing and terms; and • Potential innovations.
4	Design Build Contractor	
4.1	Project Management	<p>Describe the DB Contractor’s experience, track record and capability based on up to five Nominated Projects that are demonstrated to be relevant to the Project focusing primarily on the following:</p> <ul style="list-style-type: none"> • Project management experience as DB Contractor in managing large, fast tracked, complex projects, particularly design-build or public private partnership projects; • Project management experience with highways and bridges over soft and highly compressible ground conditions; and • Experience with traffic management on active highways. <p>In addition the response should further describe the DB Contractor’s capabilities in other categories relevant to the Project, including:</p> <ul style="list-style-type: none"> • Successful development and implementation of the following: <ul style="list-style-type: none"> • Community and stakeholder relations; • Environmental management programs including design and construction activities; • Quality management systems; and • Traffic management plans.

4.2	Design	<p>Describe the DB Contractor's experience, track record and capability with the following based on up to five Nominated Projects that are demonstrated to be relevant to the Project focusing primarily on the following:</p> <ul style="list-style-type: none"> • Design experience in large multi-disciplinary, fast tracked, complex projects, particularly design-build or public private partnership projects; • Highway and geotechnical design experience involving soft and highly compressible soils, highly variable soil settlement characteristics, and stability considerations over long linear alignments; • Structural and foundation design experience of bridges in soft, highly compressible and liquefiable soils and over active highways; and • Highway design projects that impact existing landfills. <p>In addition the response should further describe the DB Contractor's capabilities in other categories relevant to the Project, including:</p> <ul style="list-style-type: none"> • Design projects that have significant traffic management constraints such as those associated with congested highways, arterial roads and connections to active highways; • Design projects with extensive utility constraints and protection; and • Familiarity with Canadian codes and standards, or equivalent.
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4.3	Construction	<p>Describe the DB Contractor's experience, track record and capability with the following based on up to five Nominated Projects that are demonstrated to be relevant to the Project focusing primarily on the following:</p> <ul style="list-style-type: none"> • Construction experience in large, fast tracked, long linear, complex projects, particularly, design-build or public private partnership projects; • Construction projects which involved highways and bridges in soft and highly compressible ground conditions; and • Sequencing, scheduling and logistics of highway construction projects involving large volumes of natural and manufactured materials. <p>In addition the response should further describe the DB Contractor's capabilities in other categories relevant to the Project, including:</p> <ul style="list-style-type: none"> • Construction projects that have significant traffic management constraints such as those associated with congested highways, arterial roads and connections to active highways; • Construction projects which involved highways and bridges within a long linear corridor with limited access points; • Highway construction projects involving extensive utility relocation and protection; and • Construction experience in environmentally sensitive areas.
5	Infrastructure Management	
5.1	Operations and Maintenance Approach	<p>Describe the Respondent's approach, experience, track record and capability with the following based on up to five of the Nominated Projects that are demonstrated to be relevant to the Project:</p> <ul style="list-style-type: none"> • Planning, developing and implementing operations and maintenance services on relevant highway projects with a focus on meeting specified service level, quality, stakeholder, health, safety and environmental requirements; and • Obtaining, organizing, managing and delivering operations and maintenance services with a focus on emergency, drainage and winter maintenance.
5.2	Asset Preservation and End of Term Approach	<p>Describe the Respondent's approach, experience, track record and capability with the following based on up to five of the Nominated Projects that are demonstrated to be relevant to the Project:</p> <ul style="list-style-type: none"> • Preserving project assets including how the approach achieved the required levels of services, provided input into design and construction and specifically addressed scope, quality and asset management practices; and • Multi-year rehabilitation planning and end of term considerations as they relate to overall asset condition and handback requirements.

Form A-1: Nominated Project Details

(Maximum 3 pages in length per project)

Respondent _____

Respondent Member(s) _____

Project number _____ (sequentially numbered 1 to 15)

Item	Notes to Respondents
Name of project	Details including official project name and contract number
Location of project	Country, province/state, highway/road/ facility, site or project extents
Client organization	Organization name
Reference contact details	Key client contacts (individuals), name, title, role, telephone numbers, facsimile number, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Province or the Province's representatives to contact these individuals for all purposes, including to gather information and documentation, in connection with the RFQ.
Contract period	Contract commencement date, end of construction date and contract end date
Time period of involvement	Commencement date and duration
Description of project	Capital value, scope and complexity
Current status of project	Describe the current status of project relative to key milestone events.
Contract Model	Contract structure i.e. public private partnership, design-build, etc.
Traffic Volume	Total average daily traffic across all lanes (actual or estimated)
Project Setting	Urban/rural
Role(s) on project	Role, duties and responsibilities
Other information	Any information the Respondent considers relevant to the Evaluation Criteria

APPENDIX B – RECEIPT CONFIRMATION AND CONFIDENTIALITY AGREEMENT FORM

(to be submitted by the Authorized Signatory of the Respondent)

**RECEIPT CONFIRMATION
AND CONFIDENTIALITY AGREEMENT**

South Fraser Perimeter Road Project

To receive the RFQ Data DVD any further distributed information about this Request for Qualifications, please execute and deliver this Receipt Confirmation and Confidentiality Agreement Form as soon as possible to the attention of the Contact Person:

**South Fraser Perimeter Road Project
Metrotower 1
Suite 2400- 4710 Kingsway
Burnaby, BC
V5H 4M2**

Email: SFPRRFQ@gatewayprogram.bc.ca

Fax: 604-775-0347

RESPONDENT CONTACT INFORMATION

NAME OF RESPONDENT (THE “RESPONDENT”): _____

STREET ADDRESS: _____

CITY _____ **POSTAL/ZIP CODE:** _____

PROVINCE/STATE: _____ **COUNTRY:** _____

MAILING ADDRESS, IF DIFFERENT: _____

FAX: (_____) _____ **TELEPHONE:** (_____) _____

RESPONDENT REPRESENTATIVE: _____

E-MAIL ADDRESS: _____

Unless it can be sent by fax or e-mail, please send us any further correspondence about this RFQ by:

COURIER COLLECT COURIER Name and Account No.: _____

MAIL (default if neither box checked)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the Respondent, the Respondent agrees as follows:

The Respondent represents and warrants that

- (a) the individual identified as the Respondent’s Representative in this Receipt Confirmation and Confidentiality Agreement is a duly authorized signatory of the Respondent and is fully authorized to represent and to act on behalf of the Respondent in any and all matters related to the RFQ, and the Qualification Response, including but not limited to providing clarifications and additional information pursuant to the RFQ; and
- (b) the Respondent has received a full and complete copy of the RFQ, including, without limitation, all appendices attached thereto.

The Respondent makes these representations and warranties with the knowledge and intention that the Province will rely upon such representations and warranties. Appendix E “Confidentiality Agreement Terms” are incorporated by reference and form an integral part of this Receipt Confirmation and Confidentiality Agreement.

The Respondent hereby agrees to comply with the Confidentiality Agreement Terms.

This Receipt Confirmation and Confidentiality Agreement executed the ____ day of _____, 2008

<NAME OF RESPONDENT>

Authorized Signature

Name of the Authorized Signatory

Title

APPENDIX C – CERTIFICATE AND DECLARATION FORM

[RFQ Respondent's Letterhead]

CERTIFICATE AND DECLARATION

To: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the "Province")

**Attention to: Contact Person
South Fraser Perimeter Road Project
Metrotower 1
Suite 2400- 4710 Kingsway
Burnaby, BC
V5H 4M2**

Re: South Fraser Perimeter Road Project:

Request for Qualifications entitled "RFQ-SFPR", as amended in accordance with its terms, (the "RFQ") for the South Fraser Perimeter Road Project

[insert Respondent Name] Qualification Response (the "Qualification Response")

I, [insert name], in my capacity as [insert title] of [insert name of Respondent], on behalf of the Respondent and on behalf of each member of the Respondent Team, as listed in Form: C-1 to this Certificate and Declaration,

1. hereby represent, warrant, and certify in connection with the RFQ and the Qualification Response, including any consideration and evaluation of the Qualification Response that:
 - (a) I am duly authorized to deliver this Certificate and Declaration Form on behalf of the Respondent and each member of the Respondent Team;
 - (b) all statements made in the Qualification Response are and will be deemed to be representations and warranties of the Respondent and each of the members of the Respondent Team and this Certificate and Declaration Form is not intended to and does not limit the representations and warranties made by delivery of the Qualification Response;
 - (c) the Respondent has received, examined, read and understood, the RFQ;
 - (d) the Qualification Response has been prepared and delivered without collusion or fraud and in fair competition, including in fair competition with qualification responses from other respondents;
 - (e) the Respondent has had sufficient time, opportunity and resources to investigate and consider and has investigated and considered and satisfied itself as to conditions and risks relating to the Project, the RFQ and the Qualification Response, and the Qualification Response is based on the independent investigations, experience, interpretation, knowledge, information, analysis and judgment undertaken, obtained, or formed, by or on

- behalf of the Respondent and not in reliance on information provided through or in connection with the RFQ, including the RFQ Data DVD; and
- (f) the members of the Respondent Team are the entities listed in Form: C-1 to this Certificate and Declaration; and
2. hereby acknowledge that the Province may or may cause to be undertaken, in connection with the Qualification Response or the RFQ, any one or more of the reference, credit and other checks, the independent verifications, and the background investigations described in the RFQ, including criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations on all or any of the Respondent Team members (collectively, the “Investigations”), and
 3. hereby irrevocably consent and authorize the Province and the authorized representatives of the Province to undertake any and all such Investigations.
 4. The representations, warranties and certifications set out in this Certification and Declaration are made with the knowledge and intention that the Province will rely on them and that despite any prior or subsequent investigation the Province will be deemed to have relied upon them.
 5. Unless otherwise expressly defined, the capitalized terms used in this Certificate and Declaration have the meanings given to them in the RFQ.

THIS CERTIFICATE AND DECLARATION dated as of the <> day of <>, 2008.

<NAME OF PROPONENT>

Per: _____
Authorized Signatory

Name:

Title:

[IF THE PROPONENT IS A JOINT VENTURE, CONSORTIUM OR SPECIAL PURPOSE ENTITY – by each of its joint venture or consortium members, as applicable]

Form C-1 of Appendix C: Respondent Team

Respondent Team

Name	Address	Key Individual or Equity Member or DB Contractor

APPENDIX D - RELATIONSHIP DISCLOSURE FORM

This Form must be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team (including firms and individuals).

To: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the “Province”)
Attention to: Contact Person
South Fraser Perimeter Road Project
Metrotower 1
Suite 2400- 4710 Kingsway
Burnaby, BC
V5H 4M2

Re: Request for Qualifications entitled “RFQ-SFPR”, as amended in accordance with its terms, (the “RFQ”) for the South Fraser Perimeter Road Project

[insert Respondent Name] Qualification Response (the “Qualification Response”)

The Respondent hereby declares, on its own behalf and on behalf of each member of the Respondent Team, that:

1. the Respondent has undertaken the necessary and due searches and inquiries;
2. the Respondent and each member of the Respondent Team has reviewed the list of Restricted Parties set out in the RFQ and that as of the date of this Relationship Disclosure Form, neither any member of the Respondent Team nor the Respondent has any current or former relationship with:

- (a) any former or current officials, employees, representatives, elected officials of the Province; or
- (b) any former or current officers, directors, employees or representatives of any individual, corporation, partnership, or other entity, or the entity itself,

that have been involved in the Competitive Selection Process or the design, planning or implementation of the Project, or

- (c) any Restricted Party or their current or former employees, shareholders, directors or officers

other than as identified below in the Form D-1 of Appendix D to this Relationship Disclosure Form.

The Respondent makes the declarations set out in this Relationship Disclosure Form with the knowledge and intention that the Province will rely upon and, despite any prior or subsequent investigation by the Province, will be deemed to have relied upon, these declarations in connection

with the Qualification Response, including any consideration and evaluation of the Qualification Response, pursuant to the RFQ.

THIS DECLARATION dated as of the <> day of <>, 20<>.

<NAME OF RESPONDENT>

Per: _____
Authorized Signatory

Name:

Title:

Form D-1 of Appendix D: ATTACHMENT 1 TO RELATIONSHIP DISCLOSURE FORM

Name of Restricted Party / Person	Details of the nature of the Respondent's or Respondent Member's or Key Individual's relationship with the listed Restricted Party

APPENDIX E - CONFIDENTIALITY AGREEMENT TERMS**1. Interpretation**

In this Agreement the following terms have the following meanings.

- (a) "Agreement" means the document entitled "Receipt Confirmation and Confidentiality Agreement" in the form set out in Appendix B to the RFQ, that sets out the confidentiality agreement and undertaking of the Recipient and incorporates the terms and conditions set out in this Appendix E.
- (b) "Confidential Information" means all documents, knowledge and information provided by the Province or any of its Representatives (the "Disclosing Party") to, or otherwise obtained by, the Recipient or any of its Representatives (the "Receiving Party"), whether before or after the date of this Agreement either orally, or in writing or other visual or electronic form in connection with or relevant to the Project, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
 - (i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
 - (ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (iii) was lawfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party; or
 - (iv) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- (c) "Permitted Purposes" means evaluating the South Perimeter Road Project, preparing a Qualification Response or a Proposal, and any other use permitted by this Agreement.
- (d) "Recipient" means a Respondent, a Proponent, or any interested party who executes, delivers and submits a Receipt Confirmation and Confidentiality Agreement.

- (e) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Equity Member, DB Contractor, Key Individual, or any other person contributing to or involved with the preparation or evaluation of the Qualification Response or the Proposal, as the case may be, or otherwise retained by the Recipient, the Province or Partnerships BC in connection with the Project.
- (f) All capitalized terms not otherwise defined in this Agreement have the meanings given to them in the RFQ.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Province, which may be unreasonably withheld, 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 Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

3. Ownership of Confidential Information

The Province owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the Province, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other Person for any purpose whatsoever.

4. Limited Disclosure

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the Permitted Purposes and only on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential and in accordance with the terms of this Agreement. The Recipient will notify the Province or Partnerships BC, as applicable, on request, of the identity of each Representative to whom any Confidential Information has been disclosed.

5. Destruction on Demand

On written request of the Province or Partnerships BC, the Recipient will promptly in accordance with such request, deliver to Partnerships BC or the Province, or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will certify that delivery or destruction to Partnerships BC or to the Province, as applicable, in a form and content satisfactory to Partnerships BC or to the Province; provided, however, that the Receiving Party

may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law, and in such case, the terms and conditions of this Agreement, will continue to apply in respect of such copy;

6. Acknowledgment of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that Province or Partnerships BC may be irreparably harmed if any provision of this Agreement were not observed, complied with or performed by the Recipient or any Person to whom the Recipient provides Confidential Information, includes any of the Recipient's Representatives, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Province will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient, any Person to whom the Recipient provides Confidential Information, or any of the Recipient's Representatives, 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 the Province may be entitled at law or in equity.

7. Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the Province will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

8. Severability

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

9. Enurement

This Agreement enures to the benefit of the Province and binds the Recipient and its successors.

APPENDIX F – REQUEST FOR INFORMATION FORM

South Fraser Perimeter Road Project Request for Information / Clarification / Meeting

Request number:	
Raised by:	
Date raised:	
Date response required:	
Type of Request:	Information: <input type="checkbox"/> Clarification: <input type="checkbox"/> Meeting: <input type="checkbox"/>
Source of query:	
REQUEST / QUERY (one query/request per sheet)	
Do you request this query to be "Commercial in Confidence"? (Please do not leave box unchecked.)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Forwarded to prepare draft response to: (to be completed by the Province)	
Response: (Ministry of Transportation and Infrastructure to insert response)	
Response signed off by Province's lead:	
Response signed off by the Province's Contact Person:	
Date response returned to respondent by the Province's project office:	

APPENDIX G – PROPONENT AGREEMENT