



**BRITISH
COLUMBIA**

Ministry of Transportation

Port Mann/Highway 1 Project Request For Qualifications

May 22, 2007

SUMMARY OF KEY INFORMATION

<p>RFQ TITLE</p>	<p>The title of this RFQ is: RFQ-PMH1 Port Mann/Highway 1 Project</p> <p>Please use this title on all correspondence.</p>
<p>CONTACT PERSON</p>	<p>The Contact Person for this RFQ is: Laurie Blackwell</p> <p>Mail / Courier Address: Port Mann/Highway 1 Project Metrotower 2 Suite 2010 - 4720 Kingsway Burnaby, BC V5H 4N2</p> <p>Facsimile: 604-439-2389 Email: PMH1info@gatewayprogram.bc.ca No telephone enquiries please. 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 PM local time, June 15 2007</p>
<p>SUBMISSION LOCATION</p>	<p>The Submission Location is: Port Mann/Highway 1 Project Metrotower 2 Suite 2010 - 4720 Kingsway Burnaby, BC V5H 4N2</p> <p>Attention: Laurie Blackwell</p>

Table of Contents

1	INTRODUCTION	5
1.1	PURPOSE	5
1.2	ELIGIBILITY	5
1.3	BACKGROUND	5
1.4	GENERAL SCOPE OF THE CONCESSIONAIRE'S RESPONSIBILITY	6
1.5	RFQ DATA DVD AND FURTHER INFORMATION	10
1.6	COMMERCIAL TERMS.....	10
1.7	RISK ALLOCATION.....	13
1.8	ADVANCE WORK BY THE PROVINCE	13
2	COMPETITIVE SELECTION PROCESS.....	14
2.1	REQUEST FOR QUALIFICATION STAGE	15
2.2	REQUEST FOR PROPOSALS STAGE.....	15
2.3	COMPENSATION FOR PARTICIPATION IN COMPETITIVE SELECTION PROCESS.....	16
2.4	COMPETITIVE SELECTION PROCESS TIMELINE	17
3	SUBMISSION INSTRUCTIONS.....	18
3.1	SUBMISSION TIME AND DELIVERY ADDRESS	18
3.2	LANGUAGE OF RESPONSES AND ENQUIRIES	18
3.3	RESPONSE FORM AND CONTENT	18
3.4	COMPLETE RFQ	18
3.5	RECEIPT CONFIRMATION AND CONFIDENTIALITY AGREEMENT	19
3.6	ENQUIRIES	19
3.7	NO UNAUTHORIZED CONTACT.....	20
3.8	DELIVERY AND RECEIPT OF COMMUNICATIONS, ADDENDA AND OTHER DOCUMENTS.....	20
3.9	ADDENDA	20
3.10	INCONSISTENCY BETWEEN PAPER AND ELECTRONIC FORM.....	21
3.11	REVISIONS TO QUALIFICATION RESPONSES PRIOR TO THE SUBMISSION TIME	21
4	EVALUATION	21
4.1	EVALUATION	21
4.2	EVALUATION CRITERIA	22
4.3	EVALUATION AND SELECTION PROCESS.....	22
4.4	INTERVIEWS / PRESENTATIONS.....	23
4.5	SHORT-LISTED RESPONDENTS AND CHANGES TO PROPONENT TEAMS.....	23
5	RFQ TERMS AND CONDITIONS	24
5.1	NO OBLIGATION TO PROCEED.....	24
5.2	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.....	24
5.3	COST OF PREPARING THE QUALIFICATION RESPONSE	24
5.4	RESERVATION OF RIGHTS	25
5.5	OWNERSHIP OF QUALIFICATION RESPONSE.....	26
5.6	DISCLOSURE AND TRANSPARENCY	26
5.7	NO COLLUSION	26
5.8	NO LOBBYING	26
5.9	RELATIONSHIP DISCLOSURE AND REVIEW PROCESS.....	27
5.10	FAIRNESS REVIEWER.....	30
5.11	NO REPRESENTATION FOR ACCURACY OF INFORMATION	30
6	GLOSSARY OF TERMS	32
7	INTERPRETATION.....	37

Appendices

Appendix A Qualification Response Guidelines

Appendix B Receipt Confirmation and Confidentiality Agreement Form

Appendix C Certificate and Declaration Form

Appendix D Relationship Disclosure Form

Appendix E Confidentiality Agreement Terms

Appendix F Request for Information Form

Appendix G Proponent Agreement

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 Port Mann/Highway 1 Project (the “Project”). Based on Qualification Responses, the Province expects to identify, in accordance with the terms of this RFQ, a short-list of up to three Respondents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposal 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”) to design, build, finance, operate, maintain and rehabilitate the Project over a period of 40 years (approximately five years of construction and 35 years of operations and maintenance) commencing at Financial Close. It is anticipated that the Concession Agreement will authorize that tolls will be charged for the Port Mann crossing of the Fraser River (the “Port Mann Crossing”) after completion of the construction component of the Project.

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.

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 the Highway 1 corridor in the Lower Mainland of British Columbia between the McGill Street interchange in Vancouver and 216th Street in Langley. The Project will include the widening of the highway, the upgrade of a number of interchanges, the construction of a new connector in the Fraser Heights area of Surrey and the construction of a new bridge at the Port Mann Crossing.

Two of the new bridge lanes added at the Port Mann Crossing will be designed to accommodate potential future rapid transit. In the short term, these two bridge lanes could be used to better manage traffic traveling between Surrey and the Tri-Cities communities. As mentioned in the Gateway Program Definition Report of January 2006, the Project will add one lane in each direction west of the Port Mann Crossing and two new lanes in each direction east of the Port Mann Crossing. One lane in each direction will be a dedicated HOV lane.

It is anticipated that the Concessionaire will fund all Project costs over the 40-year concession period from toll revenues using the toll rate and escalation structure set in advance by the Province and collected in accordance with the Concession Agreement.

The Gateway Program, of which the Project is a major component, is designed to be an overall strategy to make improvements that work for all modes of transportation including cars, trucks, transit and bicycles. The planning of the Gateway Program also considered other 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 British Columbia's transportation infrastructure 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

A draft form of Concession Agreement (the "Draft CA") will be included with the RFP. The Draft CA will, among other things, detail the technical specifications for the design, construction and operations components of the Project; the scope of the services to be provided by the Concessionaire; and proposed commercial terms.

The Definitive CA will be the basis upon which Proposals will be prepared in response to the RFP.

1.4.2 Design & Construction Responsibility

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 concept design which was used to produce cost estimates and revenue forecasts. This concept design was the basis for the Environmental Assessment Application. During the RFP, this concept design will be provided to the Proponents. Variations from the concept design that satisfies the applicable terms of the Draft CA will be encouraged to promote innovation in design, construction and approach to operations.

To assist Proponents with the preparation of technical solutions, a Paramics based traffic modeling system will be provided for Proponents to demonstrate the operational performance of the corridor relating to their proposed solution. The modeling tool will be used by the Concessionaire in completing the final design component for the Project.

A summary of the design and construction responsibilities for the physical scope segments of the Project are summarized in Table 1. This summary should not be considered exhaustive in terms of design and construction responsibilities or complete in terms of the physical scope segments.

Table 1 - Summary of Design and Construction Responsibilities

PHYSICAL SCOPE SEGMENT	SUMMARY DESIGN AND CONSTRUCTION RESPONSIBILITY
<p>The Port Mann/Highway 1 corridor from the McGill Street interchange in Vancouver to 216th Street in Langley (approximately 37 kilometres)</p>	<ul style="list-style-type: none"> • Approximately 225 lane-kilometres of additional road construction • Construction and/or improvement of approximately 28 overpasses/underpasses (including approximately 17 interchanges) • Construction of a new bridge at the Port Mann Crossing • Rehabilitating the existing Port Mann Bridge • Expansion of HOV lanes • Expansion of the cycling network • Provision of transit and truck priority access measures • Improvements to connections to adjacent municipal roads
<p>New connector in Fraser Heights area of Surrey</p>	<ul style="list-style-type: none"> • Approximately 21 lane-kilometres of new road construction • Construction of 1 interchange • New bridge over environmentally sensitive wetlands that is approximately 500 metres long • Improvements to connections to adjacent municipal roads

1.4.3 Operations, Maintenance and Rehabilitation Responsibility

A number of examples of anticipated operations, maintenance, and rehabilitation activities that will be the responsibility of the Concessionaire are summarized in Table 2. This should not be considered an exhaustive or complete list.

Table 2 – Anticipated Operations and Maintenance Activities

ROUTINE MAINTENANCE	EXAMPLES OF ACTIVITIES
Surface maintenance	Pavement patching, shoulder graveling, road base repair
Drainage maintenance	Maintenance of ditch and water courses, drainage systems
Roadside maintenance	Vegetation control, litter pickup
Traffic maintenance	Maintenance of sign systems, traffic management, incident response
Bridge and structure maintenance	Deck and structure cleaning, maintenance of joints and railings
Emergency maintenance	Emergency maintenance after floods, washouts, accidents
Winter maintenance	Snow removal, snow and ice control, highway condition reporting
Highway inspection	Inspection patrols of the highways and bridges
ASSET MANAGEMENT	EXAMPLE OF ASSETS
Provide the required level of maintenance and rehabilitation services in the most cost effective manner to achieve required levels of service and maintain the quality of asset through planned rehabilitation.	Road surfaces Bridge structures and decks Major culverts, multi-plates, and other structures Major overhead signs and structures Drainage and debris control systems Electrical systems
CORRIDOR MANAGEMENT	EXAMPLES OF ACTIVITIES
Application of best practices in conformance with Provincial specifications and Provincial policies to maximize the reliability, safety, and availability of the highways and bridges.	Infrastructure service management Tolling implementation, customer service and collection Incident management

1.4.3.1 Existing Road and Bridge Maintenance Contractor

There is an existing contract dated March 15, 2004 (the “Mainroad Contract”) under which Mainroad Contracting Ltd. provides highway maintenance services on provincial highways,

Port Mann/Highway 1 Project RFQ

including the Port Mann/Highway 1 corridor between the McGill Street interchange and 216th Street, that are located in the Lower Mainland service area, as described in the Mainroad Contract. The Mainroad Contract is scheduled to expire on March 14, 2014.

The Province is considering a number of options for the provision of the highway maintenance services during the Project. One of the options involves the possibility of assigning to the Concessionaire the rights and obligations of the Province with respect to the Port Mann/Highway 1 corridor between the McGill Street interchange and 216th Street under the Mainroad Contract.

1.4.4 Tolling Responsibility

The Concessionaire will be responsible for the development, implementation and operation of the toll system, including the collection of tolls at the Port Mann Crossing. The Province will provide a tolling framework, including toll rates and escalation structures, in the Concession Agreement to be applied by the Concessionaire.

The customer service aspects of the tolling operation, including the quality of customer service provided by the Concessionaire, is an important aspect of the Project which will be considered during the Competitive Selection Process as well as into the term of Concession Agreement. It is anticipated that the Concession Agreement will include performance requirements and financial penalties relating to the quality of customer service provided by the Concessionaire.

1.4.5 Finance

The Concessionaire will arrange for and deliver the financing required to complete the Project.

1.4.6 Communications and Consultation

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

- **Traffic Management Communications** – The Concessionaire will implement traffic communications plans and the Province will determine the acceptability of these plans and oversee implementation during both the construction and operations phases.
- **Community Relations During Construction Phase** – The Province will be responsible for implementing, and the Concessionaire will provide support in implementing, a comprehensive community relations program to provide stakeholders with periodic information and to handle public inquiries and concerns.
- **Community Relations During the Operations Phase** – The Concessionaire will implement community relations plans, and the Province will determine the acceptability and oversee implementation of the plans.

Port Mann/Highway 1 Project RFQ

- **Public and Stakeholder Consultation During the Construction Phase** – The Province will be responsible for public consultation with support and participation by the Concessionaire. Support and participation includes such things as 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.
- **Public and Stakeholder Consultation During the Operations Phase** – The Concessionaire will implement public and stakeholder consultation on customer service and other issues. The Province will determine the acceptability and oversee implementation of the plans.
- **Media Relations** – The Province will 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.
- **Public Information Plans for Tolling Operations** – The Concessionaire will be responsible for preparing and implementing public information plans regarding key aspects of the tolling system including how people register and pay, opportunities for discounts, consequences of non-payment and other aspects of the program. The Province will review the public information plans for acceptability and provide oversight during implementation of the plans.

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 complete, sign, and return all portions of the Receipt Confirmation and Confidentiality Agreement Form, attached as Appendix B.

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

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 continue for 40 years (approximately five years of construction and 35 years of operations and maintenance). It is expected that construction will be completed in 2013.

Port Mann/Highway 1 Project RFQ

- (b) End of Term: The Concession Agreement will describe the end-of-term requirements and handback conditions for the highway and bridge infrastructure at the end of the Concession Agreement term.
- (c) Compensation: The Concession Agreement will authorize the Concessionaire to charge tolls at the Port Mann Crossing.

The Province will not provide any payments to the Concessionaire for provision of the base scope of the Project. It is expected that once tolls are implemented, the Concessionaire will make an annual payment to the Province relating to the toll revenues.

In addition, a revenue sharing and performance management mechanism will apply. Elements of this mechanism include:

(a) Performance incentives for:

- traffic management (during construction);
- availability (post construction);
- operations and maintenance performance;
- customer service; and
- end-of-term condition.

(b) Toll revenue above stipulated levels being shared with the Province to protect the public interest and allow for a reasonable rate of return for the Concessionaire.

(d) Toll Rate Structure:

The toll rate structure will be set by the Province and is anticipated to include the following features:

- maximum toll rate levels including different rates for different categories of vehicles;
- provision for increases related to inflation; and
- potential for future variable rate tolling based on the time of day.

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 will remain constant 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 property will not be transferred to the Concessionaire. The rights extended to the Concessionaire end in conjunction with the expiration 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 the commencement of toll collection, except for enforcement by the Concessionaire's senior lenders of a security interest in accordance with the senior lending agreements. A reorganization will also be permitted under certain circumstances if the ultimate control of the Concessionaire does not change.

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 for allocation of risks between the Concessionaire and the Province. The Province currently anticipates the Project risk allocation as follows in Table 2.

Table 2 - 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	✓	
Traffic Volume and Revenue	✓	
Toll Collection,	✓	
Force Majeure/ Relief Events	✓	✓
Change in Law	✓	✓
Property Acquisition within 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 prior to Financial Close, is set out in this section.

1.8.1 Preliminary Planning and Engineering

The Province's project team has undertaken significant planning and engineering activities and is consulting with local governments, stakeholders and the public to ensure that stakeholder interests have been considered throughout the planning and development stages.

1.8.2 Environmental Assessment

The application for the Environmental Assessment Certification was submitted in the spring of 2007 for completeness review. A project in harmonized review under the Canadian Environmental Assessment Act and the Environmental Assessment Act (British Columbia) undergoes a 180-day mandatory review period. Certification is anticipated by early 2008.

1.8.3 Tolling

The Project will use an Open Road Tolling (ORT) model that consists of a point toll at the Port Mann Crossing using a fully electronic toll collection system.

The complete toll rate structure and mechanisms for toll collection are in the final approval stage.

The Province is developing an interoperability agreement framework with TransLink for the Golden Ears Bridge that is anticipated to be available for the Concessionaire.

1.8.4 Consultation with Stakeholders and the Public

A communications and consultation program was initiated in 2004. 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.

Details on the results of the pre-design consultations can be found in the pre-design consultation reports that are included in the RFQ Data DVD.

In addition to the pre-design and ongoing consultation on Project scope refinements, the Province will continue to consult, with the Concessionaire's support, 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 all identified land required for construction of the Project and has commenced discussions with land owners. The Concessionaire will provide the funds to acquire the lands in accordance with the Concession Agreement. During the RFP the Proponents will have the opportunity to modify the quantity of property purchased as well as the timing of acquisition of the lands in order to optimize this aspect of their proposals.

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 sole discretion of the Province, is to create a short list of up to three (3) Respondents who have successfully demonstrated that they are best qualified in accordance with the criteria set out in Appendix A. Only Short-listed Respondents who have executed and delivered the Proponent Agreement will be eligible to 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 workshops and topic meetings in accordance with the terms of the RFP and the Proponent Agreement, with the intention 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 amendments that the Proponent proposes be considered; and
- (b) the Province will consider comments and requested amendments received from the Proponents and may amend the Draft CA at the sole discretion of the Province, and by addendum issue a revised Draft CA (the “Definitive CA”) as the common basis for the preparation of Proposals from the Proponents.

2.2.2 Technical Submission

The purpose of the technical submission is to identify any potential technical issues 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) traffic forecasts that have been accepted by the lenders;
- (b) a conceptual layout identifying key elements of the Proponent’s preliminary design; and
- (c) plans outlining the Proponent's approach to items such as quality assurance, tolling and customer service.

Port Mann/Highway 1 Project RFQ

The Province may notify Respondents whose technical submissions contain deficiencies. Depending on the severity of the deficiencies, Respondents may not be eligible to proceed to final submissions.

2.2.3 Final Submission

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

The final submissions are anticipated 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) the committed annual payment to the Province.

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 and a Termination Fee being payable in accordance with the terms of the Proponent Agreement.

If the Competitive Selection Process is successfully completed, then after execution and delivery of the Concession Agreement, a Stipend in the amount of \$2,000,000.00 will be paid to each Proponent that is not selected as the Preferred Proponent and meets the conditions for payment described in the Proponent Agreement. These conditions are anticipated to include submission of a compliant Proposal, transfer of intellectual property rights and execution and delivery of a full release of claims and waiver of liability.

If the Competitive Selection Process is terminated for reasons described in the Proponent Agreement, a Termination Fee in an amount equal to the out of pocket costs incurred to prepare its Proposal up to a maximum of \$2,000,000.00 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 anticipated timeline for Competitive Selection Process milestones and the Project are as follows in Table 4:

Table 3 - Timeline

ACTIVITY	TIMELINE
RFQ issue	May 22, 2007
RFQ Submission Time	June 15, 2007
Respondent interviews/presentations (optional)	June 25 to 29, 2007
Announce Short-listed Respondents	July 2007
Issue RFP and Draft Concession Agreement to Proponents	July 2007
Concession Agreement discussions	August through November 2007
Technical submission	February 2008
Final submission	Spring 2008
Selection of Preferred Proponent	Spring 2008
Financial Close	Summer 2008
Design & construction	Fall 2008 to December 2013

All dates and milestones in the above timeline are subject to change at the sole 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 time on June 15, 2007** (the Submission Time) at the following address:

**Port Mann/Highway 1 Project
Metrotower 2
Suite 2010 - 4720 Kingsway
Burnaby, BC
V5H 4N2**

Attention: Laurie Blackwell

The designated calendar and clock at the Submission Location, whether accurate or not, will govern the delivery 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 the Content Requirements column of Table 2.2 of Appendix A, that is sufficiently comprehensive and responsive to enable the Province to apply the Evaluation Criteria as outlined in Appendix A.

3.4 Complete RFQ

Respondents are solely responsible to ensure that they have received the complete RFQ. By submitting a Qualification Response each Respondent represents 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 Form attached as Appendix B must be completed, executed and delivered to the Contact Person. The RFQ Data DVD and further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation and Confidentiality Agreement Form.

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 "Port Mann/Highway 1 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 response to all Respondents.

A Respondent may, if it considers its enquiry set out in an RFI to relate 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 discretion respond to the RFI on a confidential basis.

If the Province considers, in its 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 discretion may provide 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 a letter of clarification, Addendum or other response to all Respondents, if the Province in its 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 request for information. If the Province decides to respond, the responses will be in writing and delivered by email, hand or courier delivery, or facsimile.

3.7 No Unauthorized Contact

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

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 or firm, 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 guarantee, warranty or representation 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; and
- (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 as having 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 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 sole 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

Port Mann/Highway 1 Project RFQ

form of communication whether written or oral, including written responses to enquiries 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 the withdrawal of the Qualification Response, as the case may be;
- (c) be submitted by hand or courier to the Submission Location on weekdays between the hours of 8:00 a.m. to 5:00 p.m. (local 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 delivery 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 Port Mann/Highway 1 Project RFQ Qualification Response of [Respondent's name]".

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

4 EVALUATION

4.1 Evaluation

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

The Province may in its sole discretion in carrying out any Qualification Response evaluations and related activities, inquiries, reviews and checks, in confidence obtain and rely on technical,

financial, legal and other input, advice and direction from such government and private sector advisors.

4.2 Evaluation Criteria

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

4.3 Evaluation and Selection Process

The Province may, in its sole and absolute discretion:

- (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 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 the Qualification Responses, 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

in evaluating the 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 sole discretion. The Province may also include in the evaluation of any Qualification Responses 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 sole 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.

Port Mann/Highway 1 Project RFQ

Incomplete Qualification Responses may be Disqualified without further or any consideration at the sole 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 Respondents that have been short-listed by sending a written notice to the Respondent's Representative.

After 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 expected to have interviews or present their Qualification Responses during the evaluation process at the request of the Province. The presentations should be specific to the Project request and are not to contain any company marketing information.

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 the Proponent Agreement.

If for any reason a Proponent wishes or requires 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 to institute the proposed Change.

The Proponent must include in such written request the reason for the proposed Change, a comprehensive description of the proposed Change and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualifications and abilities involved in the proposed Change 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 before the proposed Change. The Proponent must provide such further information and documentation as the Province may request in the Province's sole discretion for the purpose of considering any such request.

Port Mann/Highway 1 Project RFQ

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 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, and no contract of any kind is formed under or arises from this RFQ, including as a result of the submission of a Qualification Response, or is entered into in connection with this RFQ save and except only the Proponent Agreement and the Receipt Confirmation and Confidentiality Agreement Form. 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 to the Province that the Respondent has complied with applicable laws and regulations, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to 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.

All documents and other records in the custody of or under the control of the Province are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and other applicable legislation. Except as expressly stated in this RFQ and subject to the FOIPPA and other applicable law, all documents and other records submitted in response to this RFQ 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 incurred in preparing its Qualification Response, all information or documentation relating to this RFQ, including any additional, more complete or supplementary information and documentation requested by the Province, 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, the Province reserves the right, in its sole and 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) to re-issue this or any request for qualifications, to issue or implement any other selection process for or to take any 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 of the 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;
- (e) Disqualify or otherwise exclude any Respondent, any Respondent Team, any member or prospective member of a Respondent Team, from, or from any further participation in, the RFQ stage or any other part 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, 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 sole 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 employees, representatives, agents, consultants and advisors, including the Fairness Reviewer and the Conflicts Adjudicator, will have no responsibility, obligation or liability whatsoever in contract, tort or otherwise, for reimbursement, costs, expenses, damages or losses, including loss of profits or loss of opportunity, incurred or suffered in any way by any Respondent, Respondent Team, any member or prospective member of a Respondent Team or any Person in connection with, relating to or arising from any

Port Mann/Highway 1 Project RFQ

Respondent or Respondents, the Qualification Response or any Qualification Responses, any 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 Conflicts Adjudicator, this RFQ, including any of the matters described in this section 5.4, the Competitive Selection Process, or any fundamental or other departure from the terms of this RFQ or the Competitive Selection Process.

5.5 Ownership of Qualification Response

All Qualification Responses submitted to the Province become the property of 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 name of Respondents, and the name and members of Short-listed Respondents.

The disclosure of any public information generated in relation to the Project or the Competitive Selection Process, including communications with the media and the public, must be coordinated with, and is subject to prior approval 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 all members of the Respondent Team and all others associated with the Respondent comply with these requirements.

5.7 No Collusion

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

Port Mann/Highway 1 Project RFQ

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 sole discretion Disqualify any Respondent that in the Province's opinion has an actual conflict of interest or unfair advantage or has 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 all other firm, corporation and individual members of the Respondent Team, will fully disclose all relationships they may have with the Province, Partnerships BC, any Restricted Party, or any other Person providing 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 during 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 sole discretion in connection with the Province's consideration of the disclosed relationship and proposed measures.

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

5.9.1 Use or Inclusion of Restricted Parties

The Province may, in its sole 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, if the Respondent uses or includes a Restricted Party in the Respondent Team:

- (a) to advise or otherwise assist the Respondent in connection with the Respondent's participation in the Competitive Selection Process, including in connection with the Respondent's preparation of its Qualification Response; or

Port Mann/Highway 1 Project RFQ

- (b) as an employee, advisor or consultant to the Respondent or a Respondent Team member.

Each Respondent is responsible to 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
- Banjar Management Inc.
- Beringer Group
- CH2M Hill Canada Limited
- CMS Focus Construction Management Services Ltd
- Coast River Environmental Services Ltd
- Delcan Corporation
- E. Wolski Consulting Inc.
- Farris, Vaughan, Wills & Murphy LLP
- Freshfields Bruckhaus Deringer
- Opus International Consultants (Canada) Limited
- Golder Associates Ltd
- Hemmera
- Intertoll Europe ZRT
- Kirk & Co. Consulting Ltd
- KPMG LLP
- Lucent Strategies Inc.
- PricewaterhouseCoopers LLP
- Steer Davies Gleave

This is not an exhaustive list of Restricted Parties. Additional Persons may be identified as Restricted Parties, including by being added to the list 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. Shared Use Persons include Persons who

Port Mann/Highway 1 Project RFQ

have unique or specialized information or skills such that the Province considers in its sole discretion their availability to all Respondents to be necessary to ensure a fair Competitive Selection Process. The following Persons have been identified as Shared Use Persons:

- BKL Consultants Ltd.
- Wakefield Acoustics Ltd.

5.9.4 Conflict of Interest Adjudicator

The Province has appointed a Conflict of Interest Adjudicator (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 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 Respondent Team is or may be a Restricted Party or becomes aware of circumstances that may constitute or give rise to an actual, 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 team member or advisor of that Respondent will 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 or firm for which the advance ruling is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- (c) 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 prospective team member or advisor becomes a

Port Mann/Highway 1 Project RFQ

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 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, Operating Members and Equity Members can participate as members of and must be exclusive to only one Respondent Team unless identified in section 5.9.3 of this RFQ as a Shared Use Person.

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 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 representatives, agents, consultants or advisors makes any representation or warranty, or has any liability or responsibility with respect to, the accuracy, reliability, sufficiency, relevance or completeness of any of the information set out in the 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.

Port Mann/Highway 1 Project RFQ

Nothing in this RFQ or otherwise shall relieve Respondents from undertaking their own investigations and examinations and developing their own analysis, 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 means the agreement or agreements, as applicable, 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

***Port Mann/Highway 1 Project
Metrotower 2
Suite 2010 - 4720 Kingsway
Burnaby, BC
V5H 4N2***

Attention: Laurie Blackwell

Email: PMH1info@gatewayprogram.bc.ca

Port Mann/Highway 1 Project RFQ

Fax: 604-439-2389

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.

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.

Identified Right of Way means the right of way identified by the Province in the pre-design concept.

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

- Concessionaire Director – P3 Development and Management; and
- Operations Director – Operations Management.

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.

Open Road Tolling (ORT) means a tolling system that collects tolls without the use of lane dividing barriers or toll-booths.

Port Mann/Highway 1 Project RFQ

Operating Member means individuals, corporations, other entities or the underlying legal entities that make up joint ventures and partnerships who have the direct responsibility to deliver tolling operations and infrastructure management of the Project, as described in the Qualification Response.

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.

PMH1 means Port Mann/Highway 1.

Port Mann Crossing means the Highway 1 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 **Port Mann/Highway 1 Project** means the design, build, financing, operation, maintenance, tolling and rehabilitation of the Port Mann Crossing and the portions of Highway 1 and ancillary and related highways and bridges 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, Operating Members 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.

Port Mann/Highway 1 Project RFQ

Receipt Confirmation and Confidentiality Agreement Form means the form and agreement set out in Appendix B to this RFQ.

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

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 Operating Members 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, Operating Member and Key Individuals.

Restricted Parties means a Person (including if the Person is a corporate entity, the Person's former and current employees) who had, or currently have, participation or involvement in:

- (a) the Competitive Selection Process;
- (b) the design, planning or implementation of the Project;
- (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.

Port Mann/Highway 1 Project RFQ

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.

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.

Shared Use Person means the persons described in section 5.9.3 of this RFQ.

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”, and “in the sole opinion”, “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 single-sided 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-PMH1, Port Mann/Highway 1 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	<ul style="list-style-type: none"> 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

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 sole and 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 not financially viable.

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 P3 Development and Management	Strength and relevance of demonstrated experience, track record and capability relating to: 1. P3 development and toll highway development; 2. Strategic corridor management; 3. Governance; and 4. Key Individuals.	25 10 10 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 15
Section 4 Tolling Operations and Infrastructure Management	Strength and relevance of demonstrated experience, track record and capability relating to: 1. Tolling operations; and 2. Infrastructure management.	15 10
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	a. Provide the legal name of the company for each of the following: <ul style="list-style-type: none"> • Equity Member(s) including lead; and • Operating Member(s). b. 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	Provide the following details for the Respondent's Representative: <ul style="list-style-type: none"> • Name; • Employer; • Mailing/Courier Address; • Telephone numbers; • Facsimile number; and • Email address. <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>
1.3	Nominated Projects	Submit a maximum of 15 Nominated Projects using Form A-1.

Section	Section Title	Content Requirements
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/British Columbia; and • Providing necessary resources for the Project.
2	P3 Development and Management	
2.1	Public Private Partnership development experience, and toll highway development experience	<p>a. Describe experience, track record and capability with the following based on Nominated Projects that are relevant and comparable to the Project:</p> <ul style="list-style-type: none"> • Free flow toll highway projects; • Congestion management; • Construction in urban settings with significant traffic volumes; • Management of complex design build contracts; • Assembling and managing multi-disciplinary teams; and • Overall ability to manage revenue and cost risks over the life of the Nominated Project. <p>b. For each of the Nominated Projects, 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.

Section	Section Title	Content Requirements
2.2	Strategic Corridor Management	<p>a. Based on relevant and comparable Nominated Projects, describe experience, track record and capability with the following as it relates to strategic, long-term corridor management:</p> <ul style="list-style-type: none"> • Customer Service and Stakeholder Relations including: <ul style="list-style-type: none"> - traffic management communications - community relations - public and stakeholder consultation - tolling operations • Municipalities and utilities; • Environmental management; and • Quality management. <p>b. Submit two examples or more of customer service/communications plans from Nominated Projects and that are relevant and comparable to the Project and its specific challenges.</p>

Section	Section Title	Content Requirements
2.3	Governance	<p>Provide the following information:</p> <ol style="list-style-type: none"> a. Organization chart(s) describing the proposed major contractual and partnering relationships of the Respondent's team including: <ul style="list-style-type: none"> • Equity Member(s); and • Operating Member(s) responsible for tolling operations and asset management. b. A discussion of the proposed approach to governance, specifically addressing: <ul style="list-style-type: none"> • How lines of accountability and authority are to be matched or managed; • The authority limits of the Key Individuals; and • Decisions that will require project board approvals. c. Project organization chart(s) showing the reporting relationships and approval authority 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). <p>Include, based on Nominated Projects, a discussion of where such structures have previously been implemented and how effective it was and how shortcomings were addressed where they existed.</p>
2.4	Key Individuals	<p>Provide comprehensive resumes for the following Key Individuals as identified in the project organization chart(s):</p> <ul style="list-style-type: none"> • Concessionaire Director – P3 Development and Management; and • Operations Director – Operations Management. <p>The resumes should describe their degree of involvement with:</p> <ul style="list-style-type: none"> • Delivery of development, construction, and operating phases of P3 projects; and • Electronic and free flow tolling projects in urban environments.

Section	Section Title	Content Requirements
3	Financial Capacity and Experience	
3.1	Financial Capacity	<p>Provide the following information in respect of each of the shareholders and guarantors of the Respondent:</p> <ul style="list-style-type: none"> • Estimated level of equity participation in the Project for each Equity Member and demonstration of how equity will be funded; • Description of credit lines , cash or other liquid investments available to support the estimated level of equity participation required; • Annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; • Details of any material events that may affect the party's current financial standing since the last annual 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 has the ability to raise sufficient capital to fund the estimated equity requirement and that the Respondent is financially viable.</p>
3.2	Project Financing Experience	<p>Describe the project financing experience, track record and capability of the proposed Equity Member based on relevant Nominated Projects in which the proposed Equity Member were equity providers, including:</p> <ul style="list-style-type: none"> • Type of financing, amount and term; and • Roles and responsibilities with respect to financing.
3.3	Project Financing Approach	<p>Describe the proposed project financing plan in the context of the Project in terms of:</p> <ul style="list-style-type: none"> • Potential financing issues, past experience in dealing with these and approach to managing them; and • Potential capital structure and financing sources.

Section	Section Title	Content Requirements
4	Tolling Operations and Infrastructure Management	
4.1	Tolling Operations	<p>a. Describe the Operating Member’s experience, track record and capability with operating a tolling system based on Nominated Projects that are relevant to the Project.</p> <p>b. Describe the Operating Member’s experience, track record, capability and proposed approach to the following:</p> <ul style="list-style-type: none"> • Customer service and public communications; • System of toll collection; • Managing revenue and cost; and • Management resources.
4.2	Infrastructure Management	<p>a. Describe the Operating Member’s experience, track record and capability with operations, maintenance and rehabilitation based on Nominated Projects that are relevant and comparable to the Project.</p> <p>b. Describe the Operating Member’s proposed approach to the following:</p> <ul style="list-style-type: none"> • Linkage between design and construction, and operations, maintenance and rehabilitation; • Customer relations, public communications and incident management; and • Pavement and major structure management strategies.

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	<i>Details including official project name and contract number</i>
Location of project	<i>Country, province/state, highway/road/ facility, site or project extents</i>
Client organization	<i>Organization name</i>
Reference contact details	<i>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.</i>
Contract period	<i>Contract commencement date, end of construction date and contract end date</i>
Time period of involvement	<i>Commencement date and duration</i>
Description of project	<i>Capital value, scope and complexity</i>
Current status of project	<i>Describe the current status of project relative to key milestone events.</i>
Contract Model	<i>Contract structure i.e. P3, Design-Build, etc.</i>
Traffic Volume	<i>Total average daily traffic across all lanes (actual or estimated)</i>
Project Setting	<i>Urban/rural</i>
Role(s) on Project	<i>Role, duties and responsibilities</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria</i>

APPENDIX B –RECEIPT CONFIRMATION AND CONFIDENTIALITY AGREEMENT FORM

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

**RECEIPT CONFIRMATION
AND CONFIDENTIALITY AGREEMENT**

Port Mann/Highway 1 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:

**Port Mann/Highway 1 Project
Metrotower 2
Suite 2010 - 4720 Kingsway
Burnaby, BC
V5H 4N2**

Email: PMH1info@gatewayprogram.bc.ca

Fax: 604-439-2389

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 _____, 2007

<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
Port Mann/Highway 1 Project
Metrotower 2
Suite 2010 - 4720 Kingsway
Burnaby, BC
V5H 4N2**

Re: Port – Mann/Highway 1 Project:

Request for Qualifications entitled "RFQ-PMH1", as amended in accordance with its terms, (the "RFQ") for the Port – Mann/Highway 1 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 <>, 2007.

<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 Operating Member

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
Port Mann/Highway 1 Project
Metrotower 2
Suite 2010 - 4720 Kingsway
Burnaby, BC
V5H 4N2

Re: Request for Qualifications entitled “RFQ-PMH1”, as amended in accordance with its terms, (the “RFQ”) for the Port – Mann/Highway 1 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 Port Mann/Highway 1 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, Operating Member, 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 Partnerships BC, 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

**Port Mann/Highway 1 Project
Request for Information / Clarification / Meeting**

Request number:

Raised by:

Date raised:

Date response required:

Type of request: Information Clarification Meeting
(Please indicate with tick boxes)

Source of query:

Meeting:

Date:

Other:

REQUEST / QUERY (one query / request per sheet)

Do you request this query to be “Commercial in Confidence”? YES

Forwarded to prepare draft response to:
(to be completed by the Province)

Response:
(MOT to insert response)

Response signed off by the Province’s lead: (Name of Province’s Lead):

Response signed off by the Province’s Contact Person:

Date response returned to respondent by the Province’s project office:

- end of RFI -

APPENDIX G – PROPONENT AGREEMENT