



KICKING HORSE CANYON PROJECT

Request for Qualifications - Phase 2

July 21st, 2004

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1. Introduction

1.1 Background to this Request for Qualifications

Partnerships BC, on behalf of the Ministry of Transportation and the Province of British Columbia, have initiated a competitive process for a project (the “DBFO Project”) comprising of the design, build, finance and operation of Phase 2 of the Kicking Horse Canyon and the operations and maintenance on the entire 25 kilometre section of the Trans-Canada Highway between Golden and the western boundary of Yoho National Park (the “Highway”).

Following the issuance of the Registration of Interest for the DBFO Project in May 2004, this Request for Qualifications invites interested parties to submit Submissions either on their own or as part of a team with other parties.

At this RFQ stage of the selection process, the Province intends to identify and short list up to three Respondents who satisfy the Evaluation Criteria to advance to the Request for Proposals stage of the selection process. Only the Short-Listed Respondents will be eligible to receive the RFP and be invited to submit a Proposal. The Province may disclose the identities of the Respondents and the Short-Listed Respondents. This RFQ is not a tender or an offer or a request for proposals.

It is intended that the Preferred Proponent will be selected from the Short-Listed Respondents and it is anticipated that the Preferred Proponent will become the DBFO Contractor and enter into the DBFO Agreement with the Province under which the DBFO Contractor undertakes and is conferred the right to implement the DBFO Project.

1.2 Partnerships BC

Partnerships BC was established by the Province to bring together ministries, agencies and the private sector to develop projects through public private partnerships.

Partnerships BC serves the public interest by pursuing value for money for taxpayers. The company is committed to transparent operations and to establishing a centre of expertise that promotes and implements best practices in public private partnerships.

Partnerships BC’s clients are public sector agencies including ministries and Crown corporations. It has built strong relationships with private sector partners including businesses, investors and the financial services sector. Partnerships BC has offices based in both Vancouver and Victoria to effectively meet the needs of partners in both sectors.

1.3 Project Overview

Kicking Horse Canyon comprises the westerly portion of an 80 kilometre route that traverses through the Rocky Mountains between Golden, British Columbia and Lake Louise, Alberta. Both the Trans-Canada Highway and the Canadian Pacific Railway run through the Kicking Horse Canyon that supports the movement of national road and rail based goods and tourism.

The 25 kilometres of the Trans-Canada Highway located within the Kicking Horse Canyon is part of British Columbia's primary highway system. It has been identified by the Province as a priority transportation corridor in recognition of the Highway's importance for the movement of people, goods and services and as such serves as a vital link for commercial transport, tourism, and general inter-Provincial/local traffic. The economy of the region and the Province is directly affected by the operational effectiveness and efficiency of this Highway.

The existing Kicking Horse Canyon road improvements were constructed in the mid-1950s when the Yoho and Park bridges were completed in 1956. There have been no significant upgrades since 1956, with the exception of the Yoho Bridge Project currently under construction. Currently, the Highway has a high accident severity/frequency, diminishing pavement life, unsatisfactory bridge condition, poor reliability and high driver workload.



Current average daily traffic ranges between 5,000 and 10,000 vehicles per day of which approximately 20-25% are heavy trucks. Highway users currently experience winding roads and other less than optimal conditions creating a need for safety and geometric improvements.

Phase 2, a 4.5 kilometre segment that is the focus of the capital improvements portion of the DBFO Project, is the middle portion of the 25 kilometres of the Trans-Canada Highway immediately east of Golden that is the responsibility of the Province. The remaining 55 kilometres traverse through Yoho and Banff National Parks and are the responsibility of Parks Canada.

The improvements forming part of this DBFO Project include widening of the Highway in Phase 2 to a four lane standard with a design speed of 100 kilometres per hour. This DBFO Project also includes geometric improvements, replacement of the Park Bridge (also known as 10 Mile Bridge) and other design innovations and measures to reduce hazards, improve safety along the corridor and increase the capacity of the Highway.

The design and construction of the DBFO Project are expected to comply with the guidelines recognized by the Transportation Association of Canada and the Ministry of Transportation. Also as part of the proposed up-grading, there is a duty to respect statutory and regulatory obligations under the *Canadian Environmental Assessment Act* as well as the need to comply with the requirements of all regulatory bodies.

The objectives of this DBFO Project are to make travel along the corridor safer for residents, commuters, tourists and commercial users, to serve population growth, economic development in the surrounding region and to increase demand for resident travel, visitor travel and goods movement.

1.4 The Opportunity

Partnerships BC believes that this DBFO Project provides an attractive, high profile opportunity for Canadian and international participants to form an experienced, highly qualified, multi-disciplinary team supported by the appropriate financial and corporate commitment, resources and experience necessary to undertake this DBFO Project.

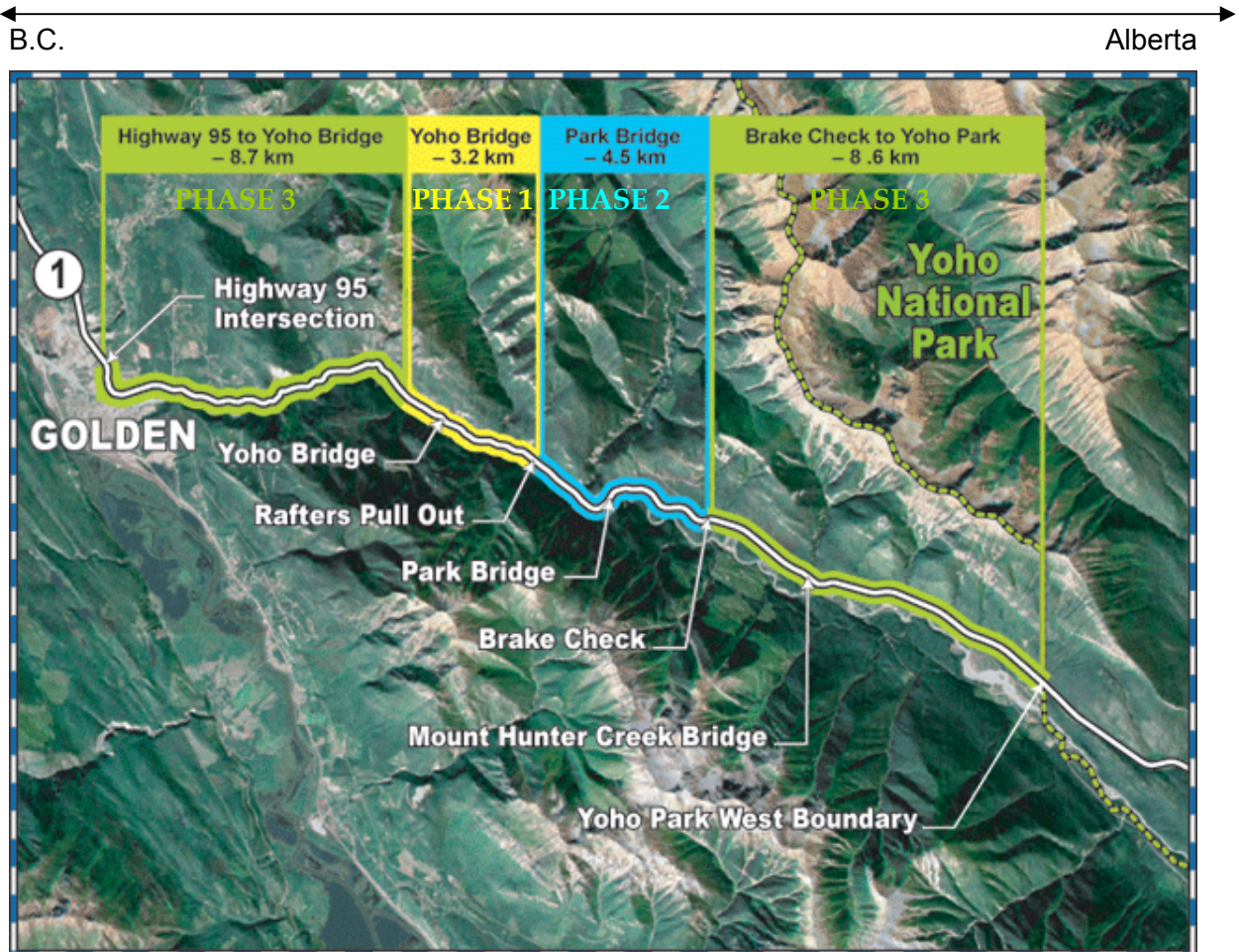
Features of this opportunity include:

- **Provincial and Federal support for the DBFO Project.** Both the Province and the Federal Government have given their full support to proceed with these significant highway improvements.
- **There is strong public support for safety and capacity improvements.** The number and severity of accidents on the Highway exceeds the Provincial average. Public consultation indicates strong public support for safety improvements along this route. The DBFO Agreement will include incentives to improve safety and capacity.
- **The procurement process will be interactive and consistent with other Provincial DBFO projects.** The Short-Listed Respondents will have the opportunity to provide input into design issues, appropriate risk allocation, performance payment mechanism, and development of the DBFO Agreement.
- **Demonstrate Expertise and Showcase Innovation.** This DBFO Project will provide an opportunity for the right team to showcase their expertise in solving challenging transportation projects on the world stage.

2. The DBFO Project

2.1 Project Implementation

Due to the size and complexity of the improvements contemplated to the Highway, the upgrades are being undertaken in multiple phases as shown in the map below:



2.1.1 Phase 1

Construction of Phase 1 (Yoho Bridge and approaches) was announced by the Federal Government in July 2002 and is currently underway. The estimated cost of Phase 1 is \$65 million, including the Federal Government contribution of \$23 million provided through the Strategic Highway Infrastructure Program. Phase 1 is underway and on target to meet the expected completion date in the fall of 2006.

2.1.2 Phase 2

Phase 2 consists of the Park Bridge replacement and the upgrade of the Highway approaches west to the Rafter's Pull Out and east to the Brake Check. Preliminary cost

estimates for the capital improvement components of the DBFO Project are approximately \$130 million. Preliminary engineering studies have been completed and multiple alignments and possible solutions have been identified. Information on these alignments is included on the Data Room DVD.

On March 5, 2003, the Government of Canada announced its agreement to contribute up to \$62.5 million through the Canada Strategic Infrastructure Fund, subject to matching contributions to be made by the Province.

2.1.3 Phase 3 and Future Capital Initiatives

Capital improvements contemplated in the remainder of the corridor ("Phase 3") consist of improvements to the segment of the Highway east of Golden, at the Highway 95 intersection to the western limit of Phase 1 and the segment of the Highway east of Phase 2, between the Brake Check and the western boundary of Yoho National Park. While the method, timing and delivery of capital improvements for Phase 3 have not been determined, they remain an important infrastructure initiative for both the Province and the Federal Government. The improvements comprising Phase 3 will not be procured until Federal and Provincial funding is available, the timing of which is uncertain. The upgrade of the Highway segments included in Phase 3 is considered a long-term objective of the Province, and is not likely to reach the procurement stage for several years. The capital cost of the upgrade to Phase 3 is estimated at approximately \$530 million. It is yet to be determined whether this work will be carried out as one large project or various smaller projects.

2.2 Scope

2.2.1 Design

Design must be to the specifications, which will be set out in the RFP and DBFO Agreement.

2.2.2 Construction

The major elements of the construction component of the DBFO Project are as follows:

- **Permits and Approvals:** Obtain permits and approvals necessary to carry out the construction of the required improvements for the DBFO Project. Details of the approvals and permits that will be required will be provided in the RFP.
- **Construction:** Complete construction by Fall 2009 of the DBFO Project, including construction of approximately 4.5 kilometres of the Highway including the new Park Bridge. Following completion of the new Park Bridge (approximately 400-600m depending on alignment) the DBFO Contractor may be required to maintain and decommission the replaced segment of the Highway. The specifications will be set out in the RFP and the DBFO Agreement.
- **Traffic Management:** A traffic management regime during the construction period will be established that describes the requirements that should be met to minimize disruption and maximize predictability concerning road and rail availability.

2.2.3 Operations

- **Operations and Maintenance:** The DBFO Contractor will be responsible for the operation, maintenance, and rehabilitation of the Highway during and after the

construction period until the end of the term. The DBFO Contractor will also be responsible for the operations and maintenance of three side roads known as Wapta Road, Beaverfoot Road and Kicking Horse Road. The performance standards and specifications relating to operations, maintenance and rehabilitation of the Highway and the side roads and other Project facilities will be set out in the DBFO Agreement.

- **Rehabilitation:** The DBFO Project will include rehabilitation of the Highway during the term of the DBFO Agreement. Rehabilitation obligations with respect to the portion Highway in Phase 3 will be established after mitigation strategies for the construction risks on the Phase 3 section of the Highway have been finalized. Further details will be provided in the RFP.

2.2.4 Financing

The DBFO Contractor should arrange all financing for the DBFO Project.

2.3 Selection Process

A competitive selection process will be used to identify the Short-Listed Respondents. The RFQ and RFP stages are described in further detail in Sections 2.3.1 and 2.3.2 of this RFQ, respectively. As part of the competitive selection process, the Province may, at its sole option, enter into a BAFO process following the RFP. The anticipated milestones and timeline for selection of a DBFO Contractor are identified in Table 2.3-1

Table 2.3-1

Anticipated Selection Process Schedule

Milestones	Timeline
Deadline for RFQ Submission	August 26 th , 2004
Respondent Interviews	September 2004
Announce Short-Listed Respondents	September 2004
Issue Request for Proposals	Fall 2004
Deadline for Proposal Submission	First Quarter 2005
BAFO (optional)	Early Spring 2005
Selection Preferred Proponent	Spring 2005
Contract / Financial Close	Fall 2005

Note: Dates are subject to change

Partnerships BC held a proponents' information meeting on July 9, 2004 in Vancouver, BC. The information meeting was recorded and a written record of the meeting, along with the attendee list will be available shortly at:

www.partnershipsbcc.ca

2.3.1 RFQ Stage

The objective at the RFQ stage is to create a short-list of not more than three Respondents who have successfully demonstrated their experience, capability, and capacity to complete the design-build component of the DBFO Project on time and on budget, and to operate, maintain, and rehabilitate the Highway over the term of the DBFO Agreement, as well as to finance the entire DBFO Project.

2.3.2 RFP Stage

The Short-Listed Respondents will be invited to respond to the RFP. The objective at the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into an agreement for delivery of the DBFO Project.

Input from Short-Listed Respondents will be encouraged during the RFP stage. Workshops may be held at the discretion of the Province to consult on key issues, the RFP, and the draft DBFO Agreement. These workshops may involve a combination of collective and one-on-one meetings with Short-Listed Respondents and will provide an opportunity for input on key topics such as risk allocation, performance payments, technical design matters, and the draft DBFO Agreement.

2.3.3 Best and Final Offer Stage

Subsequent to the RFP stage, the Province may at its option require the Short-Listed Respondents to prepare Best and Final Offers, details of which are to be determined.

2.3.4 Fairness Reviewer

A fairness reviewer will be engaged with responsibility to review the selection process. The fairness reviewer will provide a written report to the Province.

2.3.5 Exclusivity

Prime Members, Key Individuals and Equity Members as defined in Appendix A, can only participate as members of one Respondent Team. There is no exclusivity required for non-Prime Members at the RFQ stage.

2.3.6 Stipend

It is the policy of PBC and the Province to review the necessity for partial compensation through stipends on a project by project basis. In consultation with the Respondents the Province will review the appropriateness of providing for a stipend for this DBFO Project.

3. Business Model

3.1 DBFO arrangement

The concept of a DBFO arrangement is becoming increasingly recognized as an effective method for governments to encourage private sector involvement in highway construction, maintenance and operation. In British Columbia, DBFO arrangements are made possible by legislation that expressly authorizes the use of a concession agreement.

The elements of the proposed DBFO business model will engage the skills of the DBFO Contractor in deciding how to best combine financing, design, construction, operation, maintenance, and rehabilitation in order to provide the required level of service while earning a reasonable return on investment.

We expect to include a DBFO Agreement Term of 25-30 years inclusive of the period for the construction for the DBFO Project.

3.2 Compensation

Compensation under the DBFO Agreement is expected to include the following components:

- Milestone payments during the construction of the DBFO Project.
- Performance payments during construction.
- Performance payments once construction of the improvements is completed, for the duration of the DBFO Agreement.

The performance payments will be structured to ensure that the DBFO Contractor has appropriate incentives to meet or exceed the performance specifications, which will be set out in the DBFO Agreement.

All of the components of the compensation mechanism will be further developed during the RFP stage in discussion with the Short-Listed Respondents.

4. Work In Progress

4.1 Kicking Horse Canyon Project Status

This section provides an overview of the current and previous work undertaken on the overall Kicking Horse Canyon Project. Information pertaining to this work is available on the Data Room DVD to interested parties who execute and return the Receipt Confirmation Form provided in Appendix C.

4.2 Work In-Progress

Work in progress includes:

- The completion of construction for the improvements in Phase 1, expected to be in Fall 2006.
- Preliminary environmental and geotechnical work required to complement work undertaken under previous studies.
- Preparatory work for the initiation of preliminary engineering work for the capital improvements in Phase 3.

4.2.1 Environmental Assessment

The Province has conducted preliminary environmental assessments for previous highway planning and engineering studies undertaken along the Kicking Horse Canyon including:

- Fish habitat and watercourse sensitivities overview assessment
- Wildlife and wildlife habitat sensitivities overview assessment
- Agriculture assessment
- Archaeological resource overview assessment

Work currently in progress under the direction of the Province will complement the work undertaken under previous studies.

4.2.2 Stakeholder Consultation

The Province is consulting with various key stakeholders regarding the planned improvements on the overall Kicking Horse Canyon Project and this DBFO Project.

Key stakeholders include:

- Local governments
- First Nations
- Local residents

- Kicking Horse Canyon users including CP Rail, trucking, forestry and rafting tourism companies

Once the DBFO Agreement is signed, the DBFO Contractor will be required to undertake community relations, communications and stakeholder consultation as a shared responsibility with the Province.

4.2.3 Functional Planning, Preliminary Design, Detailed Design & Construction

Functional planning and preliminary engineering were undertaken by the Province between 1998 and 2003 for the Cache Creek to the Rockies Program. The goal of the program was to identify the overall improvements required on the Trans-Canada Highway from Cache Creek to Yoho National Park with a focus on the following objectives:

- Provide a safer highway
- Improve travel speeds
- Provide capacity commensurate with needs
- Improve reliability for users
- Minimize traffic disruption during construction
- Avoid impacts to the CP Rail line
- Minimize impacts on the environment
- Address socio-economic concerns of the surrounding communities

Detailed design and construction were undertaken throughout the corridor on highway sections with a high priority for immediate improvements to address safety and operational issues. Phase 1 and Phase 2 in the Kicking Horse Canyon are two of the sections identified as having a high priority for immediate improvements.

Reports prepared as part of the work above are available for viewing on the Data Room DVD.

4.3 Operations, Maintenance, and Rehabilitation

Current Highway maintenance is performed as part of a larger road and bridge maintenance contract between the Province and HMC Services Inc. The maintenance contract commenced on October 19th, 2003 and continues until October 18th, 2013. The Province can provide notice to HMC Services Inc. whereby the maintenance of the Highway will be removed from the maintenance contract.

HMC Services Inc. is available on a non-exclusive basis to all Respondents to negotiate an arrangement involving the operations and maintenance of the Highway.

Additional information is provided in the Highway Maintenance Specifications section of the Data Room DVD.

4.4 Data Room DVD and Further Information

A Data Room DVD which contains data and information pertinent to the DBFO Project is expected to be available on Wednesday July 28th, 2004. Further information, as it develops, will be made available.

In order to receive the Data Room DVD and any further information, recipients of this RFQ are required to complete, sign, and return all portions of the **Receipt Confirmation Form**, attached as Appendix C. The Data Room DVD will be sent via courier to all parties who return the Receipt Confirmation Form.

5. Responding to the RFQ

Submissions should follow the format provided in Appendix B – Submission Guidelines and Evaluation Criteria.

5.1 Eligibility

Any interested party, or parties, may make a Submission in response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships, or any other legal entities; however, Respondents should have the ability to undertake the entire DBFO Project, as described in this RFQ document.

5.2 Closing Time and Closing Location

Submissions **must** be received by the Contact Person before **5:00 P.M. Local Vancouver Time on August 26th, 2004** (the “Closing Time”) at the following address:

Kicking Horse Canyon Project
DBFO Project
Response to Request for Qualifications

Kicking Horse Canyon Project
c/o Partnerships BC
1260 — 999 West Hastings Street
Vancouver, BC, V6C 2W2
Canada

ATTN: Ms. Tara Moultrie

Faxed or electronic Submissions will not be accepted in response to this RFQ.

Amendments to Submissions should be received at the above noted address before the Closing Time. Telephone or electronic submission of amendments will not be accepted.

Respondents are encouraged to submit identification details of their team as soon as possible to facilitate the relationship review.

5.3 RFQ Enquiries

All enquiries related to this RFQ must be sent, in writing (by email or fax), to:

Contact Person:	Ms. Tara Moultrie Kicking Horse Canyon Project
Fax	(604) 660 1199
E-mail	kickinghorsecanyon@partnershipsbcc.ca

5.4 Receipt Confirmation Form

The Receipt Confirmation Form provided in Appendix C must be completed and returned in order to receive the Data Room DVD and further information in connection with this RFQ.

6. Summary of Evaluation Process

Submission Guidelines and Evaluation Criteria are described in Appendix B. Submissions will be evaluated in accordance with the Evaluation Criteria and the evaluation matrix, as detailed in Appendix B, and will take into consideration:

- documents submitted in response to this RFQ;
- information, provided in writing, in response to questions asked by the Province;
- Respondent interviews; and
- reference and other checks.

6.1 Submission Completeness, Verification & Additional Information

Upon receipt, all Submissions will be reviewed for completeness in accordance with the Submission Guidelines in Appendix B.

Any information may be independently considered or verified whether or not contained in any Submission (e.g. conducting reference, credit, or other checks).

6.2 Respondent Interviews

The Province, in its sole discretion may provide an opportunity for interviews with Respondents. September 2004 has been set aside for interviews to be held in Vancouver, BC.

Respondents will be notified once the exact time and location of interviews has been arranged.

6.3 Debriefing

Respondent debriefings will be arranged for those Respondents who request them.

6.4 Public Disclosure

Information that may be publicly disclosed includes:

- the number and a general description of the Respondents; and,
- the names of the Short-Listed Respondents and members of the Respondent Teams.

Appendix A

GLOSSARY OF TERMS

Term	Definition
Assistant Project Director	The Key Individual as described in Section 2.3 of Appendix B
Authorized Representative of the Respondent	The Respondent's representative, as set out in Section 1.2 of Appendix B.
BAFO	Best and Final Offer
Closing Location	The Closing Location specified in Section 5.2 of this RFQ.
Closing Time	The Closing Time specified in Section 5.2 of this RFQ.
Conflicts Adjudicator	The conflicts adjudicator described in Section 2.11 of Appendix E.
Construction Manager	The Key Individual as described in Section 2.3 of Appendix B.
Contact Person	The person named in Section 5.3 of this RFQ to whom all enquiries related to this RFQ must be sent.
Data Room DVD	The DVD referenced in Section 4.4 of this RFQ
DB	Design-Build
DBFO	Design, Build, Finance and Operate
DBFO Agreement	An agreement to be executed between the Province and the DBFO Contractor for the design, construction, finance, operation, maintenance and rehabilitation of the DBFO Project which sets out the rights and obligations of the Province and the DBFO Contractor.
DBFO Contractor	The party that enters into a DBFO Agreement with the Province for the DBFO Project as described in this RFQ.
DBFO Project	The DBFO Project as outlined in Section 1 of this RFQ.
Declaration	The declaration provided in Appendix D of this RFQ.
Design Manager	The Key Individual as described in Section 2.3 of Appendix B.
Equity Member	The individuals, corporations, joint ventures, partnerships or other legal entities who have an ownership or equity interest in the DBFO Project, as described in the Submission.
Evaluation Criteria	The criteria as defined in Section 2 of Appendix B that will be used to evaluate the Submissions.
Fairness Reviewer	The fairness reviewer described in Section 2.3.4 of this RFQ.
Financial Advisor	The specific financial advisor, identified in Section 2.4 of Appendix B.

Term	Definition
Financing Lead Manager	The Key Individual as described in Section 2.4 of Appendix B.
Highway	The portion of the Trans-Canada Highway described in Section 1.1 of this RFQ.
Key Individual(s)	The specific person(s), exclusive to one Respondent, identified in Sections 2.3 and 2.4 of Appendix B, including each of: <ul style="list-style-type: none"> • Project Director • Project Manager/Assistant Project Director • Design Manager • Construction Manager • O&M Manager • Financing Lead Manager
Legal Advisor	The specific legal advisor, identified in Section 2.4 of Appendix B.
Kicking Horse Canyon Project	The overall project described in Section 4 of this RFQ, entailing work inside and outside the scope of the DBFO Project.
MOT	British Columbia Ministry of Transportation
O&M	Operation, maintenance, and rehabilitation
O&M Manager	The Key Individual as described in Section 2.3 of Appendix B.
Owners Engineers	The Focus Corporation Inc.
P3	Public private partnership
Partnerships BC	Partnerships British Columbia Inc.
Preferred Proponent	The Short-Listed Respondent who is selected following the RFP or BAFO stage of the selection process to negotiate and enter into the DBFO Agreement.
Phase 1	The portion of the Highway described in section 2.1.1 of this RFQ
Phase 2	The portion of the Highway described in section 2.1.2 of this RFQ
Phase 3	The portion of the Highway described in section 2.1.3 of this RFQ
Prime Member	Any individual, corporation, joint venture, partnership or other legal entity, exclusive to one Respondent, who has a role which involves one of the following: <ul style="list-style-type: none"> • Equal to or greater than 10% in the construction activity; or • Equal to or greater than 25% of the design activity.
Project Director	The Key Individual as described in Section 2.3 of Appendix B.
Project Manager/Assistant Project Director	The Key Individual as described in Section 2.3 of Appendix B.
Proposal	A proposal submitted by a Short-Listed Respondent in response to the RFP.
Province	Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation.
Receipt Confirmation Form	The form provided in Appendix C and described in Section 5.4 of this RFQ.

Term	Definition
Respondent	The person, company, team, joint venture, partnership or other legal entity that intends to deliver a Submission.
Respondent Team	The Respondent, Prime Members, Equity Members, and Key Individuals
Restricted Party	Parties who are restricted from participating as a Respondent or as any part of a Respondent Team, as discussed in Section 2.9 of Appendix E.
RFP	The Request For Proposals for the DBFO Project.
RFQ	This Request for Qualifications for the DBFO Project.
ROI	The Registration of Interest that was issued on May 27, 2004 as a precursor to the selection process for the DBFO Project.
Short-Listed Respondents	The Respondents identified as Short-Listed Respondents in accordance with the RFQ.
Submission	A submission prepared and delivered in response to this RFQ.
Submission Guidelines	The guidelines as defined in Appendix B of this RFQ.
TAC	The Transportation Association of Canada
Yoho Bridge Project	The existing Project in Phase 1 described in Section 2.1.1 of this RFQ
Website	www.kickinghorsecanyon.ca – this website is due to go live on Monday 26 th July, 2004

Appendix B

SUBMISSION GUIDELINES AND EVALUATION CRITERIA

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Attached Sample Form

Table B-1: Sample Form — Project Finance Experience

1. Submission Guidelines

1.1 Overview of Submission

Submissions must:

- include all of the information requested in this appendix;
- follow the format set out in Section 1.2 below;
- meet the requirements of Appendix E of the RFQ;
- include sufficient information to enable appropriate evaluation of the Submission, with reference to the Evaluation Criteria, while avoiding extraneous information; and,
- be submitted as three Packages of Information:
 - Package 1: Transmittal Letter and Declarations
 - Package 2: Technical Submission
 - Package 3: Financial/Commercial Submission

An outline for the Submission is provided in Section 1.1.1. Detail on the contents required for each section is provided in Section 1.2 of this Appendix B.

1.1.1 Submission Outline

PACKAGE 1: TRANSMITTAL LETTER AND DECLARATIONS

- Letter of Transmittal
- Declaration

PACKAGE 2: TECHNICAL SUBMISSION

- *Section 1 – Respondent Team*
 - 1.1 – Identification of the Respondent Team
 - 1.2 – Contact Information
 - 1.3 – Respondent Team Organization Chart
 - 1.4 – Project Organization Chart
 - 1.5 – Prior Working Relationships
- *Section 2 – Project Experience*
 - 2.1 – DB, DBFO, and P3 Project Experience
 - 2.2 – Other Relevant Experience
- *Section 3 – Key Individuals*
 - 3.1 – Key Individual’s Experience
 - Project Director
 - Project Manager (or Assistant Project Director)
 - Design Manager
 - Construction Manager
 - Operations, Maintenance, and Rehabilitation Manager
 - Financing Lead Manager

Package 3: Financial/Commercial Submission

- *Section 1 – Respondent Team*¹
 - 1.1 – Identification of the Respondent Team
 - 1.2 – Contact Information
 - 1.3 – Respondent Team Organization Chart
 - 1.4 – Project Organization Chart
 - 1.5 – Prior Working Relationships
- *Section 3 – Key Individuals*¹
 - 3.1 – Key Individual’s Experience
 - Project Director
 - Project Manager (or Assistant Project Director)
 - Financing Lead Manager

¹ These submissions are a duplication of the submissions in package 2.

- *Section 4 – Financial Capacity and Experience*
 - 4.1 – Financial Capacity
 - 4.2 – Anticipated Financial Structure of the Respondent Team
 - 4.3 – Experience in obtaining or providing Finance
- *Section 5 – Legal Advisors*
 - 5.1 – Legal Advisor’s Experience

1.2 Submission Format

For your Submission, please use the section numbers and titles provided in the table below.

Section No.	Title	Contents
	Transmittal letter and Declarations	Letter of Transmittal Signed Declarations – see Appendix D of the RFQ
1	Respondent Team	
1.1	Identification of the Respondent Team	Provide the Company/Firm name for each of the following: 1. Respondent 2. Equity Members 3. Prime Member (Design) 4. Prime Member (Construction) 5. Financial Advisor 6. Legal Advisor(s) 7. Other(s) (please specify) Provide a short description of the Respondent and each member of the Respondent Team (for publication purposes).
1.2	Contact Information	Provide the name and contact details for the Authorized Representative of the Respondent. Please note: The Authorized Representative of the Respondent will be the <u>only</u> contact person to receive communication regarding the RFQ. <u>Authorized Representative and Contact Person:</u> 1. Name 2. Employer 3. Mailing/Courier Address 4. Telephone No. 5. Facsimile No. 6. E-mail address 7. Website address

Section No.	Title	Contents
1.3	Respondent Team Organization Chart	Provide an organization chart, at the corporate level, showing the internal organization of the Respondent Team. The organization chart should describe the proposed contractual relationships within the Respondent Team, and should reflect how these relationships may change during the design, construction, and operating phases. If appropriate, provide an organization chart for each phase of the DBFO Project.
1.4	Project Organization Chart	Provide a Project organization chart, at the individual level, showing the reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the DBFO Project. If appropriate, provide an organization chart for each phase of the DBFO Project. Please note: Names are required only for Key Individuals at this time.
1.5	Prior Working Relationships	Describe any prior working relationships among members of the Respondent Team. Provide information on past experience integrating local contractors and sub-contractors into comparable Projects.
2	Project Experience	
2.1	DB, DBFO, and P3 Project Experience	Provide information on DB, DBFO, and P3 project experience that any members of the Respondent Team have. Please ensure that the following information is included for each Project: <ul style="list-style-type: none"> • Project name and location (City, Province/State, Country). • Project description and current status. • Project capital cost (original and final) including a brief explanation of any significant variances between the two. • Project schedule (original and actual) including a brief explanation of any significant variance between the two. • Date of project financial close, if applicable • Role of any member of the Respondent Team, the Team Member's contract value and dates involved, a description of their scope within the overall project, and a clear indication of which areas of experience the project applies to: <ul style="list-style-type: none"> - project management; - design; - construction; and/or, - operations, maintenance, and rehabilitation. • Client reference (client name, contact name, location, phone number, and email address). • Any further information that will assist in evaluating the Submission. <p>In particular, provide DB, DBFO, and P3 project experience associated with highway and transportation projects.</p> <p>Please Note: <u>All</u> costs/values are to be provided in Canadian dollars (\$CDN).</p>

Section No.	Title	Contents
2.2	Other Relevant Experience	Please refer to list of contents for 2.1 – DB, DBFO, and P3 Project Experience, directly above. The same information is required for this section on other relevant experience that any members of the Respondent Team have.
3	Key Individuals	
3.1	Key Individuals' Experience	<p>Provide the name, professional designation, and summary of education/qualifications and relevant experience for these Key Individuals:</p> <ul style="list-style-type: none"> • Project Director • Project Manager (or Assistant Project Director) • Design Manager • Construction Manager • Operations, Maintenance, and Rehabilitation Manager • Financing Lead Manager <p>Provide, in an appendix, résumés for the Key Individuals including, at a minimum, the following information:</p> <ul style="list-style-type: none"> • Name • Role and responsibility for the DBFO Project • Education/Qualifications • Relevant experience • Client references (including client name, contact name, location, phone number, and email address) for three projects
4	Financial Capacity and Experience	
4.1	Financial Capacity	<p>Provide financial information to demonstrate that the Respondent will have the necessary financial standing, capacity, experience and resources to undertake and complete the DBFO Project.</p> <p>Supply the required information (see below) for each of the following:</p> <ul style="list-style-type: none"> • Respondent • Equity Members • Financial Advisor • Any Prime Member that is anticipated to undertake: <ul style="list-style-type: none"> - Equal to or greater than 10% of the construction activity; - Equal to or greater than 25% of the design activity, or - Equal to or greater than 10% of the financial advisory activity.

Section No.	Title	Contents
		<p>Information required:</p> <ul style="list-style-type: none"> • Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years. • If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited financial statements are provided. • Details of any material off-balance sheet financing arrangements currently in place. • Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided. • Details of any bank references or credit rating. • Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.
4.2	Anticipated Financial Structure of the Respondent Team	<p>Provide details of the anticipated financial structure of the Respondent Team.</p> <p>This should include details of anticipated equity investment (in percentage terms) of the Equity Members.</p> <p>Partnerships BC recognizes that this will only be illustrative at the RFQ stage.</p>
4.3	Experience Raising or Providing Finance	<p>Either complete <i>Table B-1 Sample Form – Project Finance Experience</i> (attached at end of this appendix), or provide the information identified in the table in an alternative format, to indicate the experience that any member of the Respondent Team has in raising and/or providing finance for DBFO, P3, project finance, transportation, and other major infrastructure projects.</p> <p>Please Note: <u>All</u> costs/values are to be provided in Canadian dollars (\$CDN).</p>

Section No.	Title	Contents
5	Legal Advisors	
5.1	Legal Advisors' Experience	<p>Indicate the experience of the Legal Advisors in advising on DBFO, P3, project finance, transportation, and other major infrastructure projects. Please include a list of the specific individuals who will be advising in connection with this DBFO Project and their relevant experience.</p> <p>Please ensure that the following information is included for each Project:</p> <ul style="list-style-type: none"> • Project name and location (City, Province/State, Country). • Project description and current status. • Project capital cost (original and final) including a brief explanation of any significant variances between the two. • Project schedule (original and actual) including a brief explanation of any significant variance between the two. • Role of the Legal Advisor in the project and dates involved. • Client reference (client name, contact name, location, phone number, and email address). • Any further information that will assist in evaluating the Submission. <p>Please Note: <u>All</u> costs/values are to be provided in Canadian dollars (\$CDN).</p>

1.3 Number of Copies and Packaging Requirements

Provide, in English, all of the information requested below (all three packages) in an envelope/box, clearly marked with the words, **Kicking Horse Canyon Project, DBFO Project, Response to Request for Qualifications**, and addressed to the Closing Location provided in Section 5.2 of the RFQ. All material supplied should identify the Respondent.

Package 1: Transmittal Letter and Declarations

Provide all of the following information in a sealed envelope/box clearly marked “Package 1: Transmittal Letter and Declarations”:

- One copy of a Transmittal Letter.
- One fully executed/signed copy of the Declaration (see Appendix D of the RFQ) from the Respondent and each Prime Member, Equity Member, and Key Individual.

Package 2: Technical Submission

Provide all of the following information in a sealed envelope/box clearly marked “Package 2: Technical Submission”:

- One unbound copy marked “Master”.
- Nine bound copies each marked “Copy – Number X of 9”.

Package 3: Financial/Commercial Submission

Provide all of the following information in a sealed envelope/box clearly marked “Package 3: Financial/Commercial Submission”:

- One unbound copy marked “Master”.
- Four bound copies each marked “Copy – Number X of 4”.

2. Evaluation Criteria

2.1 Evaluation Matrix

The Submissions will be evaluated in accordance with the evaluation matrix shown in Table B 2.1.

Table B2.1- Evaluation Criteria	Weighting (%)
<i>Technical Evaluation</i>	
Respondent Team	10
Project Management Experience	15
Design Experience	15
Construction Experience	30
Operation, Maintenance, and Rehabilitation Experience	15
Sub-total	85
<i>Financial / Commercial Evaluation</i>	
Financial capacity, experience and legal expertise	15
Total	100

Respondents should successfully meet the criteria in both the Technical Evaluation and the Financial / Commercial Evaluation.

2.2 Approach to Submission Evaluation

The purpose of the evaluation is to measure the Respondent Team’s strengths and experience in delivering, managing, and operating projects comparable to the DBFO Project. The Province may select as Short-Listed Respondents those Respondents that it considers in its absolute discretion to be best able to deliver, manage and operate and finance the DBFO Project. Submissions will be reviewed from both a technical and a financial / commercial perspective using the considerations set out in this appendix, as illustrated in Table B 2.2.

TABLE B 2.2
 Summary of Approach to Submission Evaluation

Entity Evaluated	Technical Evaluation	Financial/Commercial Evaluation
Respondent	The overall experience and qualifications of the Respondent will be evaluated, together with a technical assessment of the effectiveness of the organizational structure identified by the Respondent.	The overall financial capacity of the Respondent, together with the experience of the Respondent in arranging the necessary financing for comparable projects will be evaluated. In addition, the Respondent’s financial and commercial parts of the organizational structure will be evaluated.
Prime Members / Equity Members	The experience of the Prime Member in delivering their scope of the DBFO Project (e.g., Design, Construction) will be evaluated.	The financial capacity of the individual Equity Members will be evaluated.
Key Individuals	The experience of the identified Key Individuals in managing their scope of the DBFO Project will be evaluated.	The experience of the identified Key Individuals will be evaluated.

2.3 Technical Evaluation Considerations

2.3.1 Respondent Team

Organization

The evaluation will consider the factors set out below in order to assess the effectiveness of the Respondent’s proposed organizational structure in addressing a project having the complexity of the DBFO Project.

At the **Respondent** level, factors considered will include the following:

- The proposed DBFO Project organizational structure.
- The proposed DBFO Project arrangements among the Equity Members.
- The roles, responsibilities, and reporting relationships identified for all members of the Respondent Team.
- Demonstrated ability of the Respondent to integrate resources and contractors into DBFO and P3 teams.

At the **Respondent Team** level, factors considered will include the following:

- Prior working relationships of Prime Members / Equity Members.
- The roles, responsibilities and reporting relationships identified for the Key Individuals.

Project Experience

The evaluation will consider the demonstrated ability of the **Respondent**, and its **Prime Members** and **Equity Members** to undertake the full range of activities required to successfully deliver projects comparable to the DBFO Project.

Factors considered will include experience in the following areas:

- Developing and implementing DB or DBFO particularly highway projects.
- Design, construction, operations, maintenance, and rehabilitation of highway projects involving active highways in mountainous terrain.
- Working with public sector entities on DB or DBFO projects.
- Familiarity with public policies and experience in communicating with the public, users, and stakeholders.
- Partnering with public sector entities.

2.3.2 Project Management Experience

The evaluation will consider project management experience of the **Respondent**, its **Prime Members** and **Key Individuals** in managing large complex projects, particularly DB, DBFO or P3 projects.

Factors considered will include experience of the **Prime Members** in the following areas:

- Managing projects which involve active highways, bridges, tunnels, mountainous terrain, or significant traffic management constraints.
- Managing multi-disciplinary teams and sub-contractors on DB, DBFO, or P3 projects.
- Integration of operational and life cycle considerations into the design and construction components of projects.
- Development and Implementation of work site safety programs.
- Development and implementation of the following:
 - Environmental management plans including design, construction, and operations activities.
 - Quality management plans, in particular those based on ISO 9000 Standards.
 - Traffic management plans, particularly for projects involving active highways in physically restricted areas.
 - Work site safety programs for employees, contractors, and consultants, including details of safety record and statistics for members of the Respondent Team.
 - Communications plan
- Working on projects which involve payment incentives for on-time completion and demonstrable success in earning these incentives.

The experience of the following **Key Individuals** in managing these activities will be evaluated:

- Project Director
- Project Manager (or Assistant Project Director)

2.3.3 Design Experience

The evaluation will consider the design management experience of the **Respondent**, its **Prime Members** and **Key Individuals** in managing large, complex projects, particularly DB, DBFO or P3 projects.

Factors considered in evaluating the **Prime Members (Design)** will include experience in the following areas:

- Design projects which involve fast-track DB, DBFO or P3 projects.
- Design projects which involve active highways in mountainous terrain with significant traffic management and environmental constraints.
- Highway design involving excavation in bedrock, tunnelling in bedrock and slope stabilization in overburden and bedrock in challenging geotechnical conditions.
- Structural design of retaining wall systems, large bridges, tunnels and multi-plate structures.
- Geotechnical designs for tunnels, large bridges, retaining structures, excavations in bedrock and overburden materials, tunnelling, slope stabilization, foundation, and materials engineering through difficult terrain in an environmentally sensitive area.
- Conducting road safety audits and incorporating road safety features into the design.
- Design of new highway facilities incorporating current TAC and MoT design standards.
- Design involving projects completed in similar climates.
- Design innovation in highway construction projects, including innovation in incorporating safe driving features.

The experience of the following **Key Individual** in managing these activities will be evaluated:

- Design Manager

2.3.4 Construction Experience

The evaluation will consider construction experience of the **Respondent**, its **Prime Members** and **Key Individuals** in managing large, complex projects, particularly DB, DBFO or P3 projects.

Factors considered in evaluating the **Prime Member (Construction)** will include experience in the following areas:

- Construction projects which involve active highways in mountainous terrain with significant traffic management and environmental constraints.
- Highway construction in rock blasting and tunnelling in rock, slope stabilization, foundations, pavement and ancillary work under challenging geotechnical conditions.
- Construction experience in retaining wall systems, large bridges, tunnels, and multi-plate structures over environmentally sensitive watercourses.
- Managing internal construction units and sub-contractors.
- Managing traffic during construction in circumstances involving significant traffic management constraints on physically restricted highways or corridors.

- Familiarity with British Columbia and Canadian codes and standards or equivalent.
- Construction projects completed in similar climates.
- Innovation in highway construction projects.
- Development and Implementation of work site safety programs.

The experience of the following **Key Individual** in managing these activities will be evaluated:

- Construction Manager

2.3.5 Operations, Maintenance and Rehabilitation Experience

- The evaluation will consider the experience of the **Respondent** and **Key Individuals** in successfully managing, operating, maintaining and rehabilitating highways, particularly on an active highway in mountainous terrain with significant traffic management and environmental constraints.

Factors considered in evaluating the **Respondent** will include experience in the following areas:

- Day-to-day operations and summer and winter maintenance of the facility according to pre-established performance specifications highlighting any experience based on MOT performance specifications.
- Managing maintenance resources including labour, plant, material, facilities, suppliers and subcontractors.
- Proactively managing highways and related infrastructure rehabilitation over a long-term contract to achieve desired levels of service and limit the extent of unplanned asset replacement and disruption.
- Managing and incorporating local user and stakeholder input into the operation of the highway.
- Development and Implementation of work site safety programs.
- Communications with the public and stakeholders on traffic sensitive and physically restricted highways, highlighting any experience with:
 - delivery of quality services on time;
 - measurement of customer’s satisfaction;
 - positive working relations with local authorities and commercial users of the highway; and
 - use of technology to provide better service delivery.
- Familiarity with British Columbia and Canadian specifications, standards and practices, or equivalent.

The experience of the following **Key Individual** in managing these activities will be evaluated:

- O&M Manager

2.4 Financial, Commercial and Legal Evaluation Considerations

The evaluation will consider the **Respondent Team's** financial capacity, experience and legal expertise in arranging the necessary financing for projects comparable to the DBFO Project.

Factors considered in evaluating the **Respondent**, its **Equity Members**, **Financial Advisor** and **Prime Members** will include:

- current financial strength; and
- experience in raising and/or providing finance for DBFO, project finance and P3 projects comparable to the DBFO Project.

The experience of the following **Key Individual** in managing these activities will be evaluated:

- Financing Lead Manager

The evaluation will also consider the demonstrated experience of the Legal Advisors in structuring DB, DBFO, P3 and project finance for comparable projects.

Factors considered in the evaluation will include the experience of the Legal Advisors in advising on completed projects comparable to the DBFO Project.

**TABLE B-1
 SAMPLE FORM – PROJECT FINANCE EXPERIENCE**

TEAM MEMBER NAME: _____

ROLE OF THE TEAM MEMBER: _____

Project Name, Location and Description	Overall Project Capital Cost (C\$m)	Role of the Team Member in the Project	Type and Amount of Finance Raised or Provided by the Team Member	Current Status of the Project	Date of Financial Close	Client Reference (Client Name, Contact Name, Phone Number)
Highway DB, DBFO or P3 Projects:						
Other DB, DBFO or P3 Projects:						
Other Relevant Projects						

Appendix C

RECEIPT CONFIRMATION FORM

(to be submitted by the Authorized Representative of the Respondent on receipt of this RFQ)

**Kicking Horse Canyon Project
Request for Qualifications
for the DBFO Project**

Closing Date: August 26th, 2004

To receive the Data Room DVD, or any further distributed information about this Request for Qualifications, please return both pages of this form as soon as possible to:

**Ms. Tara Moultrie
Partnerships British Columbia
Fax: (604) 660 1199
E-Mail: kickinghorsecanyon@partnershipsbc.ca**

RESPONDENT CONTACT INFORMATION

NAME OF RESPONDENT OR OTHER INTERESTED PARTY: _____

STREET ADDRESS: _____

CITY _____ POSTAL/ZIP CODE: _____

PROVINCE/STATE: _____ COUNTRY: _____

MAILING ADDRESS, IF DIFFERENT: _____

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

CONTACT PERSON: _____

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)

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

The undersigned is a duly authorized representative of the Respondent and has the power and authority to sign this Receipt Confirmation Form on behalf of such Respondent or other interested party.

The Respondent or other interested party hereby acknowledges receipt and review of the RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in the RFQ. For greater certainty, the Respondent or other interested party in executing this Receipt Confirmation Form agrees to comply with the Confidentiality Agreement provisions set out in Section 3 of Appendix E of the RFQ. On receipt by Partnerships British Columbia Inc. of this Receipt Confirmation Form, a copy of the Data Room DVD will be sent to the address provided above.

Authorized Representative of the Respondent or other interested party:

AUTHORIZED BY: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____

Appendix D

DECLARATION

(To be completed by the Respondent and each of its Prime Members, Equity Members, and all Key Individuals, and included as part of the Respondent's Submission. In order to evaluate a Submission, the Province may require the Respondent to provide a completed Declaration from any other member of the Respondent Team, or other individual identified in the Respondent's Submission.)

TO: PARTNERSHIPS BRITISH COLUMBIA INC. and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

The undersigned is (check (a) or (b)):

- (a) a duly authorized representative of (circle one of the following):
- (i) the Respondent;
 - (ii) a Prime Member;
 - (iii) an Equity Member; or,
- (b) a Key Individual.

(each, an "Interested Party") and has the power and authority to sign this Declaration as or on behalf of the Interested Party. The Interested Party hereby acknowledges having received, read, examined and understood the RFQ, all amendments thereto and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and other information made available in connection with the RFQ.

By delivering this Declaration, the Interested Party agrees to be bound by and to comply with all of the terms and conditions of the RFQ. For greater certainty, the Interested Party in executing this Declaration agrees to comply with the Confidentiality Agreement provisions set out in Section 3 of Appendix E of the RFQ.

The Interested Party hereby acknowledges and agrees that the Province, Partnerships BC or their respective advisors may verify any information contained in the Submission which accompanies this Declaration and may conduct any background investigations (including, without limitation, criminal record investigations, credit inquiries, litigation searches, and bankruptcy registration and taxpayer information investigations) in respect of the Interested Party.

The Interested Party hereby agrees to the use of and collection by the Province, Partnerships BC, and their respective advisors of personal or confidential information of the Interested Party for purposes of evaluating the Submission which accompanies this

Declaration, and to the release of such information to persons who require such information for the purpose of evaluating the Submission, to the public as set out in Section 6.4 of the RFQ and as may be required by the *Freedom of Information and Protection of Privacy Act*, all in accordance with and as permitted by applicable laws relating to the protection of privacy, including, without limitation, the *Personal Information Protection Act*.

The Interested Party further agrees to abide by the decision of the Province as to whether the Respondent:

- has satisfied any or all of the evaluation criteria;
- is deemed by the Province to be qualified to undertake and complete the DBFO Project; and,
- will be invited to submit a proposal in response to the Request for Proposals.

The Interested Party hereby confirms that:

There is not and there has not been any actual or perceived conflict of interest in preparing or submitting the Submission which accompanies this Declaration or in performing the services envisioned in respect of the DBFO Project.

OR

Attached to this Declaration is a list of situations, each of which may be an actual or perceived conflict of interest in preparing or submitting the Submission which accompanies this Declaration or in performing the services envisioned in respect of the DBFO Project.

The Interested Party hereby further confirms that it has not knowingly hired or retained the services of any Restricted Party.

Capitalized terms used in this Declaration have the respective meanings ascribed to them in Appendix A to the RFQ.

NAME OF INTERESTED PARTY: _____

AUTHORIZED BY: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____

Appendix E

RFQ INTERPRETATION AND APPLICATION GENERAL TERMS AND CONDITIONS, AND CONFIDENTIALITY AGREEMENT

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1. Interpretation and Application

1.1 RFQ

The terms and conditions contained in this appendix form part of the request for qualifications (“RFQ”) to which this appendix is attached.

1.2 Definitions

All capitalized terms used in the RFQ or any appendix, which are not otherwise defined, have the meaning ascribed to them in Appendix A of the RFQ.

1.3 Determination of Closing Time

The calendar and clock at the Closing Location, whether accurate or not, shall govern with respect to whether Respondents’ Submissions, including any amendments, have been received before the Closing Time.

1.4 Amendments to Submissions

Amendments to Submissions must be received in writing before the Closing Time at the Closing Location. Telephone or electronic submission of amendments will not be accepted.

1.5 Late Submissions

Submissions received on or after the Closing Time will be returned, unopened, to the particular Respondent.

1.6 Delivery and Receipt

The Province assumes no risk, makes no guarantee, warranty or representation, and shall have no responsibility or liability, including in contract or in tort for or in connection with:

- (a) the timely delivery of any information or documentation, including without limitation, the RFQ, or any and all amendments, in connection with the RFQ;
- (b) any error that may occur from the submission of communications or enquiries;
- (c) the timely receipt of any Submissions, notices of withdrawal, or any other information or documentation from any Respondent or any person; or,
- (d) the working order, functioning or malfunctioning, of any facsimile transmission equipment or electronic information system.

Each of:

- (a) this RFQ;
- (b) any and all amendments to this RFQ; and
- (c) any other documentation delivered by or on behalf of the Province

shall be conclusively deemed validly delivered to and received by the intended recipient, including any Respondent, at the time that the RFQ, such amendments or other documentation, as the case may be, is issued

- (a) 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
- (b) in electronic form to the email address designated by the Respondent as the email address for receipt of information in connection with the RFQ.

1.7 Unofficial Information

Any information obtained by a Respondent from any source other than the Contact Person is not official and shall not be relied upon by a Respondent.

1.8 Inquiries and Responses

Respondents may seek clarification of or make inquiries regarding any aspect of this RFQ. Any request for clarification must be transmitted in writing to the Contact Person not less than 10 days prior to the Closing Time. Subject to any confidentiality obligations referred to in Section 3 below and to the Province's right to treat any inquiry, clarification or response, in its sole discretion, as confidential, responses to requests for clarification or other inquiries will be communicated, in writing, by the Province to all persons who have submitted a Receipt Confirmation Form.

The Contact Person in carrying out her duties may obtain and rely on any advice, input or direction from any person, including, without limitation, MOT officials or private sector advisors to the Province.

1.9 Submission Language

All Submissions must be written in English.

2. General Terms and Conditions

2.1 RFQ Process

Notwithstanding any provision of this RFQ, the Province may for any reason whatsoever in its sole discretion, at any time:

- (a) change, modify or amend any part or all of this RFQ including: the dates, schedule, deadline, Closing Date, Closing Location, process and requirements described in this RFQ;
- (b) reject, disqualify or refuse to evaluate any or all of the Submissions;
- (c) change the limits and scope of the DBFO Project;
- (d) suspend, postpone or cancel this RFQ or the DBFO Project; or
- (e) elect not to proceed with an RFP

without incurring any obligation or any liability for reimbursement, costs or damages incurred by any Respondent or any person.

2.2 Amendments to RFQ

The RFQ may be amended or clarified by the Province from time to time only by means of written addenda.

2.3 Communication

Communication must take place with the Contact Person only. Respondents and their representatives must not contact or communicate, directly or indirectly, with any directors, officers, employees, representatives, or agents of the Province, Partnerships BC or their respective advisors with respect to the DBFO Project.

2.4 Public Comment

Respondents and their representatives will refrain from public comment or from carrying out any activities to publicly promote or advertise their qualifications or interest in the procurement that might reasonably be expected to influence or affect the RFQ or the evaluation process.

2.5 No Collusion

Each Respondent will be responsible to ensure that its participation in this RFQ process is conducted fairly and without collusion or fraud. Submissions shall be submitted without any connection (including a connection arising solely through shareholdings or other equity interests) in or of a Respondent or member of a Respondent Team), knowledge,

comparison of information or arrangement with any other Respondent or any director, officer, employee, consultant, advisor, agent or representative of any other Respondent (including any Respondent Team member or Key Individual of such other Respondent)

2.6 Costs and Expenses

Respondents are solely responsible for their costs and expenses in preparing and delivering a Submission, or any additional information or documentation and for any other costs related to or arising from this RFQ.

Neither Partnerships BC, the Province, the Fairness Reviewer, the Conflicts Adjudicator nor any of their respective directors, officers, employees, consultants, agents, representatives or advisors shall be liable to pay anything to any Respondent, Prime Member, Equity Member or any other person, in any circumstances in connection with this RFQ or the evaluation or the failure to evaluate any Submission.

Neither the Province nor Partnerships BC, the Fairness Reviewer, the Conflicts Adjudicator nor any of their respective representatives, agents, consultants or advisors will be liable to any Respondent, Prime Member, Equity Member or Key Individual or any other person, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any such party in preparing a Submission, or in respect of any other activity related to or arising out of the RFQ.

2.7 Changes to Respondent

The following conditions will apply regarding changes to the Respondent, Prime Members, Equity Members, and/or Key Individuals:

- (a) During the period from the Closing Time until the identity of the Short-Listed Respondents is released, no changes to Respondents, Prime Members, Equity Members, or Key Individuals will be considered.
- (b) If any Short-Listed Respondent wishes to make any addition, deletion, or other change to the Short-Listed Respondent, Prime Members, Equity Members, or Key Individuals or other material change, the Short-Listed Respondent will notify the Contact Person as to the proposed change in writing and provide such information regarding the nature of and reasons for the proposed change as to enable an evaluation and determination with respect to such change.
- (c) Any proposed change is subject to the Province's review and consent.
- (d) Changes made to team composition other than in accordance with the foregoing provisions may result in disqualification of a Respondent or a Short-Listed Respondent.

2.8 No Contract

This RFQ does not constitute an offer to enter into a contract with any party and no contract of any kind is formed under, or arises from, this RFQ, except with respect to the matters dealt with in Appendix C, Appendix D and Section 3.5 of Appendix E to the RFQ.

2.9 Restricted Parties

Restricted Parties are those persons, including their former or current employees, who had or currently have participation or involvement in the selection process for the DBFO Project or in the design, planning or implementation of the DBFO Project, and who may provide a material unfair advantage or confidential information to a Respondent or any Prime Member, Equity Member or Key Individual that is not, or would not reasonably be expected to be, available to other Respondents, Prime Members, Equity Members or Key Individuals. Government employees who have been involved in the selection process for the DBFO Project or in the design, planning or implementation of the DBFO Project may also be Restricted Parties.

Restricted Parties are not eligible to advise any Respondent, directly or indirectly, or participate in any way as an employee, advisor, consultant, Prime Member, Equity Member, and Key Individual or otherwise in connection with any Respondent in relation to the DBFO Project.

The following firms and their affiliates have been identified as Restricted Parties and are therefore not eligible to participate as a Respondent, or as Respondent Team members. Additional persons may be added to this list of Restricted Parties at any stage of the process in the DBFO Project:

- Macquarie North America Ltd.
- The Focus Corporation Ltd
- Fraser Milner Casgrain LLP
- Novatrans Engineering Inc.
- E. Wolski Consulting

2.10 Disclosure of Conflicts

Respondents, Prime Members, Equity Members, and Key Individuals must disclose in their Submission, and on an ongoing basis thereafter, any conflicts of interest, real or apparent, that exist now or may reasonably arise in the future, with respect to the DBFO Project, the Province or Partnerships BC.

2.11 Conflicts Adjudicator

Partnerships BC has appointed an adjudicator (Conflicts Adjudicator) to make decisions on conflicts of interest or unfair advantage, including whether any person is a Restricted Party. The decision of the Conflicts 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 at any stage of the evaluation process, is final and binding on the persons requesting the ruling, all parties, including, without limitation, all Respondents, Respondent Team members, Equity Members, Prime Members and the Province.

2.12 Request for Advance Ruling

Any request by a Respondent for an advance ruling by the Conflicts Adjudicator as to whether a party is a Restricted Party or as to whether a conflict of interest or unfair advantage may otherwise exist, must be submitted to the Contact Person not less than 10 days prior to the Closing Time by delivery or facsimile, and should contain the following information:

- (a) names and contact information of party for which the advance ruling is requested;
- (b) 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 documentation that the party believes to be relevant to the issue.

Efforts will be made to respond promptly; however, timely delivery cannot be guaranteed.

2.13 Disqualification

The Province may, in its sole discretion, disqualify a Respondent or impose such conditions on its continued participation in the RFQ process as the Province may, in its sole discretion, consider to be in the public interest or otherwise appropriate, if the Respondent's team includes a Restricted Party.

2.14 Retention of Documents by Partnerships BC

All documents, including Submissions, will be retained and held in confidence, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. Respondents who have not been short-listed may request in writing to have financial statements included in their Submission returned to them at the end of the RFQ process.

2.15 No Representation for Accuracy of Information

Neither the Province nor Partnerships BC nor any of their respective directors, officer, 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 Data Room DVD or the Website or in any other background or reference information or documents made available to Respondents.

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

Nothing in this RFQ or otherwise shall relieve Respondents from undertaking their own investigations and examinations and developing their own analysis, interpretations, opinions

and conclusions with respect to the matters set out in this RFQ and in the preparation and delivery of their Submissions.

2.16 Additional Information and Interviews

The Province may, in its sole discretion, from time to time and at any time, after the Closing Time contact or interview any Respondent for the purpose of obtaining information, verification, and documentation with respect to the Respondent's Submission, or any part of such Submission, which the Province considers, in its sole discretion,

- 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.

The Province may, in its sole discretion, independently verify any information, whether or not contained in any Submission (e.g. by conducting reference, credit or other checks).

The Province may, in its sole discretion, apply or refuse to apply such additional information, verification and documentation in whole or in part in any part of the review and evaluation of any Submission, including in considering whether or not the Respondent has submitted documentation that may constitute a Submission which complies with this RFQ.

A Respondent may not submit any additional information after the Closing Time except to the Contact Person, and at the express request of the Province.

2.17 Evaluation Committee

Evaluation of Submissions will be conducted by evaluation committees which may include representatives of government ministries and external advisors, including Macquarie North America Ltd. and The Focus Corporation. Respondents by submitting a Submission accept that the evaluation committees may contain such representatives.

In carrying out the evaluation of the RFQ Responses and related activities, the evaluation committees may:

- (a) obtain a ruling from the Conflicts Adjudicator on any conflict of interest and the Fairness Reviewer on unfair advantage issue at any time during the selection process; and
- (b) in confidence, obtain and rely upon any technical, managerial and other input and direction from any person, including without limitation, MOT officials and private sector advisors to the Province.

3. Confidentiality Agreement

3.1 Interpretation

In this Agreement:

- (a) "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, on the Data Room DVD or otherwise either orally, or in writing or other visual or electronic form in connection with or relevant to the DBFO 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 DBFO Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (iii) was rightfully 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;
 - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- (b) "Permitted Purposes" means evaluating the DBFO Project, preparing a Submission, and any other use permitted by this Agreement.
- (c) "Recipient" means a Respondent or any other interested party who completes a Receipt Confirmation Form.
- (d) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Prime Member, Equity Member, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Submissions or Proposals, as the case may be, or otherwise retained

by the Recipient, the Province or Partnerships BC in connection with the DBFO Project.

- (d) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Appendix A of the RFQ.

3.2 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.

3.3 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, firm, corporation or other entity for any purpose whatsoever.

3.4 Limited Disclosure

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the DBFO Project and preparing its Submission or Proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

3.5 Destruction on Demand

On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC; 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.

3.6 Acknowledgment of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Province or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, 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 or any of its 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.

3.7 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.

3.8 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.

3.9 Enurement

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