

PROVINCE OF BRITISH COLUMBIA

Request for Qualifications
Okanagan Lake Bridge

December 2003



partnerships
British Columbia

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REQUEST FOR QUALIFICATIONS

OKANAGAN LAKE BRIDGE

1 OVERVIEW

Capitalized words in this document have the meanings defined in the Glossary in **section 7**.

1.1 Background of this Request for Qualifications

Partnerships BC, on behalf of the Province of British Columbia, has initiated a competitive process for the design, build, finance and operation of a replacement of the existing Okanagan Lake Bridge (“**Bridge**”) and improvement of the approaches and associated roadworks, on the basis of performance-based payments, as well as the removal of the existing structure (“**Project**”).

Following the issuance of the Request for Expression of Interest (“**REOI**”) for the Project in October 2003, this Request for Qualifications (“**RFQ**”) invites RFQ Responses from Interested Parties who have been accepted by the Province as eligible to respond to this RFQ. Those Interested Parties may either submit RFQ Responses on their own or as part of a team with other Persons.

At this RFQ stage of the Selection Process, the Province intends to identify and short list up to four RFQ Proponents who satisfy the Evaluation Criteria to advance to the Request for Proposals (“**RFP**”) stage of the Selection Process. Only those short listed RFQ Proponents will be eligible to receive the RFP, become RFP Proponents and participate at the RFP stage of the Selection Process. The Province may disclose the identities of the RFQ Proponents and those RFQ Proponents short listed at this RFQ stage to participate in the RFP process. This RFQ is not a tender or an offer or a request for proposals and there is no intention by Partnerships BC or the Province to make an offer by releasing this RFQ.

During the RFP stage of the Selection Process, it is intended that a Preferred Proponent will be selected from the RFQ Proponents short listed at this RFQ stage. It is anticipated that the Province will enter into a long term arrangement under which the Preferred Proponent undertakes and is conferred the right to implement the Project.

1.2 Partnerships BC

Partnerships British Columbia Inc. (“**Partnerships BC**”) was established by the Government of British Columbia 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 Scope of the Project

Overview of the Existing Bridge

The Bridge, one of the few floating highway bridges in North America, was completed in 1958, extending Highway 97 from the City of Kelowna to communities in the South Okanagan. It is the most congested section of highway in the interior of British Columbia. The existing three-lane bridge is 880 metres long with a lift span for marine traffic at the east end and a causeway at the west end. At both ends of the floating section there are 53-metre transition spans which connect the fixed land piers to a pontoon string which is 638 metres long. The Bridge has been instrumental in the growth of the central Okanagan including communities and neighbourhoods on the west side of Okanagan Lake. It is the only bridge to cross Okanagan Lake and it is an essential part of the Okanagan regional transportation system. While the Bridge primarily serves Kelowna, the largest city in the Okanagan and a popular tourist destination, it also became a key link for traffic to and from the Lower Mainland when the Okanagan Connector was completed in 1991.



The Bridge is currently operating well over its capacity during peak periods with "Summer Average Daily Traffic" exceeding 50,000 vehicles per day. Further information is available in the Information Package.

Overview of the Proposed Crossing

The Ministry of Transportation has developed a design for a new crossing (a five-lane floating bridge to replace the existing Bridge) which the Ministry believes satisfies its functional requirements. The design is for a new floating bridge with a fixed elevated bridge section for unhindered passage of marine traffic that will meet functional and current design practice and provide improved access for cyclists and pedestrians. The objectives of the Ministry's design include optimizing traffic demands on the new crossing given the constraints on the approaches, and enhancement of safety of its users.

A summary of the above design and accompanying descriptive drawings are available in the Background Information Website at www.okanaganlakebridge.ca which will be active in early January 2004. Further information will be found in the Information Package that will be released after issuance of this RFQ (see **section 1.6**). At the later RFP stage of the Selection Process, the Ministry's design will be made available to RFP Proponents who will be entitled to submit a proposal based on:

- (a) the Ministry's design; or
- (b) the Ministry's design with such modifications as they deem fit; or
- (c) any other design that meets or exceeds the requirements of the Project.

The Preferred Proponent will assume full responsibility and risks of design of the Project, including the Ministry's design, if used in whole or in part.

Work is expected to start late in the summer of 2004 with the construction and preloading of the causeways. The Province wishes to have the new crossing delivered as quickly as possible and the crossing and all associated roadworks completed by the spring of 2008. After completion of the new crossing, the existing Bridge will be removed. The Ministry is exploring the options for delivery of the required roadworks and interchanges on the west approaches. It has not yet been decided whether or not these works will be included within the RFP. This decision, with further information and detailed documentation, including recent studies, will be made available through the RFP process.

Performance-Based Payments

The Preferred Proponent will be compensated through payment mechanisms based on performance.

The payment mechanisms will be described in more detail in the RFP. RFP Proponents will be required to submit a proposal that, among other things, indicates the required amount of payment during the term of the arrangement.

It is expected that the payment mechanisms will be made up of the following major components:

- (a) Payments related to the operation of the existing Bridge and availability of traffic lanes during construction. These payments are intended to encourage efficient operation of the existing Bridge and to minimize construction disruption. It is expected that these payments will comprise a small proportion of the total payment.
- (b) Payments related to the new crossing. These payments may be based on objective performance measures such as lane availability, traffic usage or public safety. They are designed to encourage the Preferred Proponent to meet or exceed government objectives for service performance over the long term. There will be no fixed minimum payment. The Preferred Proponent will bear some equity risk.
- (c) Turnover payment. It is expected that a portion of the payment will be made to satisfy government's objective that the asset is in good condition at the end of the arrangement.

It is anticipated that the payment stream will commence at financial close with the Preferred Proponent. At that time, the Preferred Proponent will assume the obligation for the operations and maintenance of the existing Bridge and begin the design and construction process for a new crossing.

Key Opportunities

(a) *Opportunities to Create Incremental Value*

The Province anticipates that the Preferred Proponent with significant experience and expertise in transportation infrastructure assets of this nature who assumes the risks and rewards of the Project will be able to realize incremental value through efficiencies in designing, building, financing and operating the Project and improved life-cycle planning.

The Preferred Proponent will enter into a long term arrangement with the Province under which the Preferred Proponent will be entitled to performance-based payments. There will be contractual incentives to:

- (i) minimize disruption to the public during construction;
- (ii) achieve the performance specified by the Province for the Project;
and
- (iii) generally deliver value to the Province in return for the performance-based payments.

(b) Opportunity in the Canadian Transportation Infrastructure Market

The Project represents an attractive opportunity in the Canadian market, particularly in British Columbia where the Province is committed to major investment in new transportation infrastructure and to public private partnerships.

The Province is committed to investing \$1.1 billion to improve transportation infrastructure over the next three years. The 2010 Winter Olympics in Vancouver and Whistler will also provide infrastructure development opportunities.

1.4 Local Consultation

The Province has consulted, and continues to consult, with both the City of Kelowna and the Westbank First Nation regarding the Project. The City of Kelowna is involved in the design and planning of the approaches to the crossing from the east as well as access to the City. Consultation with the Westbank First Nation is on-going in respect of the corridor and the roadworks associated with the Bridge on the west side of Okanagan Lake. Further information concerning the approaches and associated roadworks will be provided during the RFP stage.

1.5 Access to Partnerships BC's Business Directory

The Business Directory of Partnerships BC is an online directory for all Partnerships BC projects ("**Business Directory**"). It provides an opportunity to interact for Persons seeking business arrangements or who may be interested in participating in Partnerships BC projects. Any business may place information in the Business Directory such as contact details, brief description of organization, nature of services offered and relevant expertise. Further, any business may access the Business Directory online to seek organizations for potential business arrangements. Such placements do not, however, assure the formation of a consortium, joint venture, partnership or other business arrangement and do not assure participation in any Partnerships BC project, including the Project. Placement of information on the Business Directory is optional and is not part of the Selection Process.

The Business Directory can be accessed as follows:

http://www.partnershipsbc.ca/business/bu_directory.asp

Users of the Business Directory are responsible for verifying the accuracy, reliability, relevance and sufficiency of all information in the Business Directory and the status, standing, capabilities or experience of any listed Person. The Province and Partnerships BC do not review, verify or approve the information in the Business Directory and therefore are not responsible for, and do not make any representation with respect to, such information. Continuous access to or operation of the Business Directory is at the sole and absolute discretion of the Province and Partnerships BC. Either the Province or Partnerships BC may refuse or choose not to post any information on the Business Directory.

1.6 Information Package

The Information Package for this RFQ is in the form of a digital video disc (“**DVD**”). It will be released to Interested Parties who have been accepted by the Province as eligible to respond to this RFQ after the issuance of this RFQ upon the receipt by the Contact Person of Confidentiality Undertakings duly executed by those Interested Parties. The Information Package contains confidential information and must not be disclosed to anyone except proposed Team Members, Team Members and sureties, insurance companies, financiers, agents, consultants or advisors to the RFQ Proponents or Team Members who have executed a Confidentiality Undertaking. The information and documents included in the Information Package are provided for historical and background purposes only and the information contained therein may not properly, adequately or accurately represent the current context or circumstances or current policies in relation to the subject matter.

2 OVERVIEW OF THE SELECTION PROCESS

2.1 Selection Process Stages

The Selection Process for the Project is anticipated to include the following stages:

- the **Request for Expressions of Interest (“REOI”)** stage;
- this **Request for Qualifications (“RFQ”)** stage;
- the **Request for Proposals (“RFP”)** stage; and
- an optional **Best and Final Offer (“BAFO”)** stage. The Province, in its sole and absolute discretion, may require proponents to prepare best and final offers.

2.2 The RFQ Stage

RFQ Proponents are required to respond to the Commercial Evaluation Criteria [see **Schedule One**] and the Technical Evaluation Criteria [see **Schedule Two**].

Every RFQ Proponent must be, or must include in its team, an Interested Party who has been accepted by the Province as eligible to respond to this RFQ.

RFQ Proponents will be short listed in accordance with this RFQ and only those short listed RFQ Proponents will be invited to participate in the RFP stage. It is the intention of the Province to short list up to four RFQ Proponents at the end of this RFQ stage.

2.3 The RFP Stage

RFP Proponents will be permitted to conduct physical due diligence of the existing Bridge and approaches. Protocols for carrying out the physical due diligence will be included in the RFP.

As part of the RFP stage, a draft of the Concession Agreement will be provided to the RFP Proponents and the RFP Proponents will be invited to provide comments. After receipt of comments from the RFP Proponents, the Province may amend the draft Concession Agreement in its sole and absolute discretion. A final form of the Concession Agreement will be provided to the RFP Proponents prior to submission of their binding proposals.

At the RFP stage, RFP Proponents will be invited to submit binding proposals together with a significant deposit to the Province. The deposit will be returned to unsuccessful RFP Proponents after the Province enters into the Concession Agreement with the Preferred Proponent for the Project.

A Preferred Proponent will be selected in accordance with the provisions of the RFP. If the Preferred Proponent fails to execute the Concession Agreement, the Province may retain absolutely the Preferred Proponent's deposit.

2.4 Presentations

The Province may request any or all of the RFQ Proponents or RFP Proponents to make presentations at any stage of the Selection Process. If a presentation is required, the Province will provide adequate preparation time.

2.5 Selection Process Anticipated Time-Frame

The anticipated time-frame for the various stages of the Selection Process is set out below. For those stages that have already occurred, those dates are actual.

| STAGE OF SELECTION PROCESS | ANTICIPATED TIME-FRAME |
|-----------------------------------|-------------------------------|
| REOI released | October 2003 |
| Expressions of Interest submitted | November 25, 2003 |
| RFQ released | December 2003 |
| RFQ Response submission | February 18, 2004 |
| RFP release | Spring 2004 |
| Selection of Preferred Proponent | Fall 2004 |

The Province retains the right to change any anticipated date at any time by notice in writing.

3 INSTRUCTIONS TO RFQ PROPONENTS

Listed below are certain delivery, format and content requirements to be followed for RFQ Responses and communications to facilitate fairness and consistency in evaluation and to ensure proper consideration of each RFQ Response.

3.1 Contact Person

All communications or enquiries about this RFQ must be made in writing and sent by email, hand or courier delivery or facsimile to the Contact Person:

Maria Ciarniello
Project Liaison Officer
Partnerships British Columbia Inc.
Suite 1250 – 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2
Email address: Maria.Ciarniello@gems7.gov.bc.ca
Fax number: (250) 356 2222

Deliveries of communications or enquiries at the office of the Contact Person will be accepted on weekdays from 9:00 a.m. to 5:00 p.m. local time. Communications or enquiries that are posted by mail will not be accepted. The Contact Person, in carrying out her duties, may obtain and rely on any advice, input or direction from any Person, including without limitation, Ministry officials or private sector advisors to the Province.

The Province is not responsible for any error that may occur from the submission of communications or enquiries.

3.2 RFQ Response Requirements

Each RFQ Response should:

- be on single sided 8.5" x 11" paper;
- have text with 1.5 x spacing and 11 point or larger typeface;
- include one original and six copies, either unbound or in three ring binders, with every page numbered;
- include a return address on the sealed container; and
- be clearly marked "Okanagan Lake Bridge RFQ Response".

Each RFQ Response must comply with the following mandatory requirements:

| MANDATORY REQUIREMENTS FOR RFQ RESPONSES |
|---|
| Each RFQ Response must : |
| <ul style="list-style-type: none"> • be in English; |
| <ul style="list-style-type: none"> • be enclosed in one sealed container that contains three separate packages; |
| <ul style="list-style-type: none"> • be addressed to the Contact Person; |
| <ul style="list-style-type: none"> • be received at the Submission Location before the Submission Time; |
| <ul style="list-style-type: none"> • be comprised of three separate packages clearly labeled: <ul style="list-style-type: none"> (A) Package 1: (containing Forms A, B, C and D); and (B) Package 2: (containing the Commercial Submission); and (C) Package 3: (containing the Technical Submission); |
| <ul style="list-style-type: none"> • include the Commercial Submission; |
| <ul style="list-style-type: none"> • include the Technical Submission; |
| <ul style="list-style-type: none"> • Form A include an RFQ Response Declaration [Form A] properly executed by an authorized signatory of each Team Member; |
| <ul style="list-style-type: none"> • Form B include a Contact Details and RFQ Proponent Form [Form B] that identifies: <ul style="list-style-type: none"> (A) at least one Interested Party who has been accepted by the Province as eligible to respond to this RFQ as a Team Member; (B) the business name of the organization under which the RFQ Response is being submitted; (C) at least one Team Member of the RFQ Proponent who is a duly organized, validly existing, legal entity lawfully entitled to carry on business in British Columbia with the power and capacity to enter into the Project with the Province; (D) a list of each of the Team Members of the RFQ Proponent; and (E) names of advisors to the RFQ Proponent; |
| <ul style="list-style-type: none"> • Form C include a Relationship Disclosure Form [Form C] properly executed by an authorized signatory of each Team Member; and |
| <ul style="list-style-type: none"> • Form D include a Letter of Availability Form [Form D] properly executed by every individual nominated in the RFQ Response for the Project from the Core Individuals, members of the Management Team and advisors. |

Incomplete RFQ Responses and RFQ Responses that do not meet all mandatory criteria as set out in this RFQ may be Disqualified at the sole and absolute discretion of the Province.

3.3 Submission Location and Submission Time

The Submission Location for RFQ Responses is:

Maria Ciarniello
Project Liaison Officer
Partnerships British Columbia Inc.
Suite 1250 – 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2

RFQ Responses must be submitted by hand or courier to the Submission Location before the Submission Time. RFQ Responses posted by mail or sent by facsimile or email will not be considered.

The Submission Time is no later than 2:00:00 p.m. Pacific Standard Time on February 18, 2004.

RFQ Responses received after the Submission Time will not be considered and will be returned unopened.

Deliveries of RFQ Responses at the office of the Contact Person will be accepted on weekdays from 9:00 a.m. to 5:00 p.m. Pacific Standard Time.

3.4 Revisions to RFQ Responses Prior to the Submission Time

RFQ Proponents may make revisions to their RFQ Responses (“**Revisions**”) after the submission of their RFQ Responses on the condition that each Revision **must**:

- be in English;
- clearly indicate the Revision made, with every page numbered;
- be enclosed in one sealed container;
- be addressed to the Contact Person;
- be clearly marked “Revision to Okanagan Lake Bridge RFQ Response of [RFQ Proponent’s name]”;
- be submitted by hand or courier to the Submission Location; and
- be received before the Submission Time.

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

Deliveries of Revisions at the office of the Contact Person will be accepted on weekdays from 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Revisions received after the Submission Time will not be considered and will be returned unopened.

4 EVALUATION PROCESS AND CRITERIA

4.1 Overview of Evaluation Process

RFQ Responses will be evaluated as follows:

- **completeness review:** RFQ Responses will be subject to the completeness review (see table at **section 3.2**);
- **commercial and technical evaluation:** RFQ Responses that pass the completeness review will then be subject to commercial and technical evaluations.

RFQ Responses must satisfy the Commercial Evaluation Criteria and the Technical Evaluation Criteria. The Province will short list the RFQ Proponents the Province considers in its sole and absolute discretion to be the best qualified to undertake the Project.

The Province is not bound to evaluate or accept any RFQ Response.

4.2 Evaluation Committee

Evaluation of RFQ Responses will be conducted by evaluation committees which may include representatives of government ministries and external advisors.

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

- (a) obtain a ruling from the Adjudicator on any conflict of interest or 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, Ministry officials of the Province and private sector advisors to the Province.

4.3 Evaluation Criteria

The evaluation committees will review RFQ Responses based upon the Evaluation Criteria. Incomplete RFQ Responses or RFQ Responses that do not meet all mandatory criteria may be Disqualified without further consideration at the sole and absolute discretion of the Province.

To assist in evaluation of the RFQ Responses and in determining their suitability, acceptability and credibility, the Province may in its sole and absolute discretion:

- (a) conduct reference checks with any or all of the references cited in an RFQ Response; and
- (b) rely on and consider any information from such cited references.

If an experience, capacity or other information contained in an RFQ Response is not verified to the Province's satisfaction through such reference checks, the Province is not obliged to, and may not, consider such cited experience, capacity or other information.

5 RELATIONSHIP DISCLOSURE AND RELATIONSHIP REVIEW PROCESS

5.1 No Use or Inclusion of Restricted Parties

Restricted Parties:

- (a) are not eligible to advise any RFQ Proponent or Team Member in the Selection Process; and
- (b) must not participate as an employee, advisor, consultant or member of an RFQ Proponent or Team Member.

The Province may, at its sole and absolute discretion, Disqualify an RFQ Proponent who uses or whose Team Member uses in any manner or who includes in its RFQ Response a Restricted Party. The onus is on RFQ Proponents to ensure that they and their Team Members do not use or include any Restricted Party.

5.2 Who are Restricted Parties

Restricted Parties are those Persons (including their former and current employees) who had or currently have participation or involvement in the Selection Process or in the design, planning or implementation of the Project, and who may provide a material unfair advantage or confidential information to an RFQ Proponent or a Team Member that is not, or would not reasonably be expected to be, available to other RFQ Proponents or their Team Members. Government employees (current or former) who have been involved in the Selection Process or the design, planning and implementation of the Project may also be Restricted Parties.

At this RFQ stage, the Province has identified the Persons listed in Schedule Three as Restricted Parties because of their recent or current direct participation or involvement in the Selection Process or the design, planning or implementation of the Project.

Schedule Three does not set out an exhaustive list of Restricted Parties. Additional Persons may be added to the list at any stage of the Selection Process. Neither the Province nor any of its employees, advisors and representatives is liable to any RFQ Proponent or Team Member for any Claim, whether for costs of preparation of the RFQ Response, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list or use or inclusion of Restricted Parties in any submission for the Selection Process.

5.3 Appointment of Adjudicator

The Province has appointed an Adjudicator to make decisions on conflict of interest or unfair advantage including whether any Person is a Restricted Party. The decisions of the Adjudicator on any conflict of interest or unfair advantage issue, whether on a request for rulings under **section 5.4** or **5.5** or on request by an evaluation committee at any stage of the Selection Process, is final and binding on the Person(s) requesting the ruling, all RFQ Proponents, their Team Members and the Province.

5.4 Requests for Rulings Encouraged

An RFQ Proponent, Team Member, prospective Team Member or an advisor who has any concerns regarding whether a Person is or may be a Restricted Party for the purposes of the Selection Process is encouraged to seek a ruling in accordance with **section 5.5**.

5.5 Requests for Rulings

In order to request a ruling of whether a Person is a Restricted Party, an RFQ Proponent, Team Member, prospective Team Member or advisor should submit to the Contact Person, not less than 10 days prior to the Submission Time by hand or courier delivery or facsimile (see further details in **section 3.1**), the following information:

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

RFQ Proponents, Team Members, prospective Team Members and advisors agree by submitting a request for a ruling that the ruling provided by the Adjudicator will be final and binding on the Person submitting the request, the RFQ Proponents, all its Team Members, all other RFQ Proponents and their Team Members and the Province. Neither the Province nor the Adjudicator guarantees the timely provision of a ruling.

Subject to **section 6.9**, all requests for rulings will be treated in confidence. If an RFQ Proponent, a Team Member, a prospective Team Member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Selection Process documents as a Restricted Party.

5.6 Province May Request Rulings

The Province may also independently ask for rulings where it identifies Persons who may be Restricted Parties. The Province will give notice to the possible Restricted Party so that it can make its own submission to the Adjudicator.

6 RULES OF PROCEDURE

6.1 No Unauthorized Contact

All communication on matters related to the Project or the Selection Process must be directed in writing to the Contact Person (see **section 3.1**). RFQ Proponents, Team Members and sureties, insurance companies, financiers, agents, consultants or advisors of RFQ Proponents and Team Members must not attempt to, or actually, communicate directly or indirectly on matters related to the Project or the Selection Process with any representative of any Restricted Party, the Province or any other government employees who are involved in the Project or the Selection Process.

Information offered from sources other than the Contact Person with regard to the content, intent or interpretation of this RFQ or the Information Package is not official, may be inaccurate and should not be relied on in any way by any Person for any purpose.

6.2 Clarification of RFQ

RFQ Proponents should review the entire RFQ, including any and all Addenda, prior to submitting an RFQ Response. Any request for clarification of issues related to the RFQ must be transmitted in writing by hand or courier delivery or facsimile to the Contact Person not less than 10 days prior to the Submission Time (see further details in **section 3.1**). Any clarification by the Province and subsequent information regarding this RFQ, including Addenda, will be communicated to all Interested Parties who have been accepted by the Province as eligible to respond to this RFQ. The Province will endeavor to provide such communication as soon as possible after the receipt of a request for clarification.

6.3 Addenda

Written Addenda are the only means of amending or clarifying this RFQ. Only the Province, through the Contact Person, is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the Province is authorized to amend or clarify this RFQ. The Province may, in its absolute discretion through the Contact Person and with notice in writing to Interested Parties who have been accepted by the Province as eligible to respond to this RFQ, amend or clarify the terms or contents of this RFQ at any time before the Submission Time. The Province shall make reasonable efforts to deliver each Addendum to all such Interested Parties. The Province makes no guarantee of timely delivery of any Addenda to any Person.

6.4 Cost of Preparing RFQ Response

RFQ Proponents are solely responsible for all costs they incur in the preparation of their RFQ Responses.

6.5 Clarification of RFQ Response

The Province reserves the right but is not obliged to request clarification of RFQ Responses or request further information from any or all RFQ Proponents.

In addition, if, in the opinion of the Province, any RFQ Response contains a minor defect or irregularity or fails in some way to comply with any requirement of this RFQ that, in the opinion of the Province, can be remedied without providing an unfair advantage to one or more RFQ Proponents, the Contact Person may request clarification from the RFQ Proponent.

The Province, upon receipt of appropriate clarification, may waive the minor defect or irregularity and accept the RFQ Response. Failure by an RFQ Proponent to provide a written response that, in the opinion of the Province, properly clarifies its RFQ Response within the time specified in the request for clarification may result in Disqualification of the RFQ Response.

6.6 Notification of Success at this RFQ Stage

A written notice in the form of a letter to the contact representative for an RFQ Proponent (as identified in completed **Form B**) is the only valid form of notification of success at this RFQ stage. Upon the execution of such further confidentiality undertaking as the Province may require, the short listed RFQ Proponent may proceed to the RFP stage.

6.7 Reservation of Rights

The Province reserves the right to:

- (a) amend the scope of the Project, modify, cancel or suspend the Selection Process or any or all stages of the Selection Process at any time for any reason;
- (b) accept or reject any RFQ Response based on an evaluation process as determined in the sole and absolute discretion of the Province;
- (c) not accept the highest ranked or any RFQ Response; or
- (d) reject or Disqualify all or any RFQ Response without any obligation, compensation or reimbursement to any RFQ Proponent or any of its Team Members.

6.8 Limitation of Damages

Each RFQ Proponent and each of its Team Members, by submitting an RFQ Response, agree that:

- (a) in the event any or all RFQ Responses are rejected or Disqualified or the Project or Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFQ or the RFP or both), neither the Province nor any of its

employees, advisors or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the RFQ Proponent or any of its Team Members in any manner whatsoever including but not limited to costs of preparation of the RFQ Response, loss of anticipated profits, loss of opportunity or for any other matter;

- (b) the RFQ Proponent and its Team Members waive any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, in the event that the RFQ Proponent is rejected or Disqualified or is not successful in being short listed in the Selection Process or for any other reason; and
- (c) with respect to circumstances not listed in the foregoing **subsection (a)** and **(b)**, the RFQ Proponent and its Team Members will not make any Claim against the Province or its employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the RFQ Response for any matter relating to the RFQ, the Project or the Selection Process.

6.9 Freedom of Information and Protection of Privacy Act

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 or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential and such information may be released pursuant to a qualified request under FOIPPA or other applicable legislation.

FOIPPA can be accessed as follows:

www.qp.gov.bc.ca/statreg/stat/F/96165_01.htm.

6.10 Right to Verify and Conduct Background Investigations

The Province reserves the right to verify any and all information regarding an RFQ Proponent or any of its Team Members whether or not contained in the RFQ Response and to conduct any background investigations including criminal record investigations, verification of the RFQ Response, credit enquiries, litigation searches, bankruptcy registrations, taxpayer information investigations and any other investigations that it considers necessary in the course of the Selection Process.

6.11 Disqualification

An RFQ Response may be Disqualified at the sole and absolute discretion of the Province if:

- (a) background investigations:
 - (i) reveal any false statements in the RFQ Response;
 - (ii) reveal any criminal affiliations or activities by the RFQ Proponent or a Team Member and such affiliations or activities would, in the

sole opinion of the Province, interfere with the integrity of the Selection Process; or

(iii) indicate in the sole and absolute opinion of the Province that the inclusion of any Team Member would be contrary to public interest or impair the ability of the RFQ Proponent to fulfil its obligations for the Project; or

(b) it does not comply with the requirements of this RFQ unless it can be remedied or clarified under **section 6.5**; or

(c) it includes a false or misleading statement, claim or information.

6.12 Dispute Resolution

Each RFQ Proponent and its Team Members, by submitting an RFQ Response, agree that:

(a) the contact representative for an RFQ Proponent identified in **Form B** must, within 14 days of any dispute arising in connection with this RFQ, submit written notice to the Contact Person of such dispute; and

(b) all disputes not resolved through negotiations between the Province and the RFQ Respondent or Team Member, as applicable, within 60 days of the date of the written notice to the Contact Person will be referred to and finally resolved by binding arbitration in accordance with the *Commercial Arbitration Act*.

6.13 No Representation or Warranty

The Province does not represent or warrant the accuracy, sufficiency, adequacy, appropriateness or interpretation of this RFQ, any of the materials in the Information Package or the Background Information Website.

RFQ Proponents must consider and satisfy themselves as to the applicability of the materials in this RFQ, the Information Package and the Background Information Website, and any and all conditions that may in any way affect their RFQ Responses.

6.14 Removal/Replacement or Addition of Team Members or Core Participants

RFQ Proponents may, with the prior written consent of the Province, change the composition of their Team Members or Core Participants after notification of short listing at the RFQ Stage before the submission of proposals in response to the RFP.

Where a change of a Team Member or Core Participant is proposed, the RFQ Proponent contact representative [identified in completed **Form B**] must submit in writing to the Province, through the Contact Person, the following information:

| REMOVAL OF TEAM MEMBERS/CORE PARTICIPANTS | ADDITION OF TEAM MEMBERS/CORE PARTICIPANTS |
|---|--|
| <ul style="list-style-type: none"> • reasons for the proposed removal; • the Team Member or Core Participant proposed for removal; • the Team Member's or Core Participant's level of expertise or role relevant to the Project; and • information to demonstrate to the satisfaction of the Province that the removal will not adversely affect the ability of the RFQ Proponent to carry out the Project. | <ul style="list-style-type: none"> • reasons for the proposed addition; • name of the proposed Team Member or Core Participant; • full description of the proposed Team Member's or Core Participant's level of expertise relevant to the Project; • full description of the proposed Team Member's or Core Participant's expected role in the Project; and • information to demonstrate to the satisfaction of the Province that the addition will not adversely affect the ability of the RFQ Proponent to carry out the Project. |

Other information may be submitted to assist the Province in assessing the possible impact of the proposed changes.

For a proposed replacement of a Team Member or Core Participant, the RFQ Proponent must submit the information noted in the table above for both removal and addition.

The Province will review the information and may request further particulars before determining whether or not the Province accepts the proposed change of a Team Member or Core Participant. Any additional or replacement Team Members or Core Participant approved by the Province will be required to execute a Confidentiality Undertaking.

This **section 6.14** does not apply to the removal of any firm or individual listed in the RFQ Response that is a Restricted Party. If an RFQ Proponent includes a Restricted Party in its RFQ Response, **section 5.1** applies.

7 GLOSSARY OF TERMS

In this RFQ:

Addenda or **Addendum** means each and every written document issued by the Contact Person for the purpose of amending or clarifying this RFQ.

Adjudicator means the person appointed by the Province to provide opinions and rulings regarding conflicts of interest or unfair advantage.

Authorized Signatory or **Authorized Signatories** of an RFQ Proponent means the Person or Persons having the authority to legally bind the RFQ Proponent.

Background Information Website means the background information website that contains the RFQ and general background information with respect to the Project. This website can be found at www.okanaganlakebridge.ca and will be active in early January 2004.

Bridge means the existing Okanagan Lake Bridge.

Claim means any claim, demand, liability, damage, loss, suit, action or cause of action and all costs and expenses relating thereto.

Commercial Evaluation Criteria means the criteria referred to in **Schedule One**.

Commercial Submission means the formal submission of an RFQ Proponent in response to the Commercial Evaluation Criteria.

Concession Agreement means the agreement(s) between the Province and the Preferred Proponent under which the Province confers the rights on the Preferred Proponent and the Preferred Proponent undertakes to implement the Project.

Confidentiality Undertaking means the confidentiality undertaking in form and substance satisfactory to the Province executed or to be executed by Interested Parties who have been accepted by the Province as eligible to respond to this RFQ prior to receipt of the Information Package.

Contact Person means the Person designated by the Province in **section 3.1**.

Core Individuals means those Persons nominated in the Technical Submission for the positions referred to in **section 1.3 of Schedule Two**.

Core Organization means a Person:

- (a) who will direct and coordinate any one or more of the following aspects of the Project:
 - (i) design;
 - (ii) build;
 - (iii) operate and maintain; or
 - (iv) finance;

or,

- (b) who is expected to:
 - (i) carry out or be responsible for 25% or more of the following works of the Project:
 - (A) the design work;
 - (B) the building work; or
 - (C) operate and maintain work;
 - or,
 - (ii) contribute 10% or more of the equity interest in the Project or carry out or be responsible for arranging 25% or more of the debt financing for the Project.

Core Participants means the Core Organizations and the Core Individuals.

Disqualification or **Disqualify** means exclusion of a submission by the Province from the Selection Process.

Evaluation Criteria means the Commercial Evaluation Criteria and the Technical Evaluation Criteria.

Information Package means the digital video disc containing information provided to RFQ Proponents for the purposes of submitting an RFQ Response.

Interested Party means a Person who has received an REOI.

Management Team means the key management personnel, including the person who is responsible for the overall performance and delivery of the Project, to be provided for the Project;

Minister means the Minister of Transportation.

Ministry means the Ministry of Transportation.

Partnerships BC means Partnerships British Columbia Inc.

Person means an individual, corporation, partnership, joint venture, association, trust, pension fund and the heirs, beneficiaries, executors, legal representatives or administrators of an individual as the context requires.

Preferred Proponent means the RFP Proponent selected by the Province to enter into the Concession Agreement with the Province.

Project means the design, build, finance and operation of a replacement of the existing Bridge and improvement of the approaches and associated roadworks, on the basis of performance-based payments, as well as the removal of the existing structure.

Proposed Signatory means the entity intended to be the signatory to the Concession Agreement, where the RFQ Proponent is not the intended signatory to the Concession Agreement.

Province means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and any or all departments, ministries, agencies, boards, commissions, corporations or other entities thereof including, without limitation, Partnerships BC.

Restricted Parties means those Persons (including their former and current employees) who had or currently have participation or involvement in the Selection Process or the design, planning or implementation of the Project, and who may provide a material unfair advantage or confidential information to an RFQ Proponent or Team Member that is not, or would not reasonably be expected to be, available to other RFQ Proponents or their Team Members.

REOI means the request for expressions of interest issued by the Province as the first stage of the Selection Process and includes any addenda thereto.

RFP means the request for proposals to be issued by the Province as the third stage of the Selection Process and includes any addenda thereto.

RFP Proponent means an RFQ Proponent who has been short listed in accordance with the RFQ and who submits or intends to submit a proposal in response to the RFP.

RFQ means this request for qualifications issued by the Province as the second stage of the Selection Process and includes any Addenda thereto.

RFQ Proponent means:

- (a) an Interested Party who has submitted an expression of interest in response to the REOI and who has been accepted by the Province as a Person eligible to respond to the RFQ; or
- (b) a team formed by at least one such Interested Party with other Person(s),

who submits or intends to submit an RFQ Response.

RFQ Response means the formal submission by an RFQ Proponent in response to this RFQ that complies with the requirements of this RFQ.

Selection Process means the overall process for selection of a Preferred Proponent for the Project including, but not limited to, the REOI, RFQ and RFP.

Submission Location means the location, as described in this RFQ in **section 3.3** to which RFQ Responses must be submitted before the Submission Time.

Submission Time means the time and date as described in **section 3.3** for the submission of RFQ Responses after which no further RFQ Responses will be accepted.

Team Member means a Person who is expected to have significant responsibility for implementation of the Project and who has agreed to participate as part of an RFQ Proponent.

Technical Evaluation Criteria means the criteria referred to in **Schedule Two**.

Technical Submission means the formal submission of an RFQ Proponent in response to the Technical Evaluation Criteria.

SCHEDULE ONE COMMERCIAL EVALUATION CRITERIA

Each Commercial Submission (Package 2 of the RFQ Response) should address each of the items and requests for information described in this Schedule. Any failure to do so may result in Disqualification.

1. SUBMISSION CONTENT

The Commercial Submission should demonstrate that the RFQ Proponent has the organizational structure, contractual relationships, management capacities, public private partnerships understanding and abilities to invest equity, arrange for financing and obtain bonding and insurances for the Project.

Each Commercial Submission should include the requested content as described in this Schedule and should be organized as follows:

- A. Cover Page
- B. Response to Commercial Evaluation Criteria:
 - B.1 RFQ Proponent Identification
 - B.2. Project Management and Public Private Partnerships Understanding
 - B.3. Capacity to Invest Equity
 - B.4. Infrastructure Financing Experience
 - B.5. Insurance and Bonding.
 - B.6. Information on Past Projects or Transactions

Where the RFQ Proponents are requested to cite previous projects or transactions to demonstrate the experience and capabilities of the RFQ Respondent, Team Members or Core Organizations (sections 3(a), 3(c), 5(a) and any other sections of this Schedule), the RFQ Proponent should do the following:

- briefly summarize the project or transaction experience and capabilities relevant to that Commercial Evaluation Criteria in the relevant section of the Commercial Submission (e.g. B.2, B.4); and
- include in B.6 of the Commercial Submission a description of the project or transaction as required in section 7 of this Schedule.

RFQ Proponents are requested to adhere to the format and sequence identified here. Any extraneous Team Member or Core Organization information is discouraged.

There are five Commercial Evaluation Criteria:

- (a) RFQ Proponent Identification;
- (b) Project Management and Public Private Partnerships Understanding;
- (c) Capacity to Invest Equity;
- (d) Infrastructure Financing Experience; and
- (e) Insurance and Bonding.

In the sole and absolute opinion of the commercial evaluation committee, all Commercial Evaluation Criteria must be satisfied.

2. RFQ PROPONENT IDENTIFICATION

The RFQ Proponent should do the following:

- (a) Identify the RFQ Proponent, that is, the Person who is responding to this RFQ. If the RFQ Proponent is a distinct legal entity (e.g. a trust, corporation, society), please identify its ownership structure and controlling parties. Otherwise, please identify the ownership structures, controlling shareholders and directors of each Team Member.
- (b) Where the RFQ Proponent is not the intended signatory to the Concession Agreement, the RFQ Proponent should clearly identify:
 - (i) the Proposed Signatory, including its proposed ownership structure, controlling shareholders and directors; and
 - (ii) the Team Members who will guarantee the obligations of the Proposed Signatory at financial close and the ownership structures, controlling shareholders and directors of those Team Members.
- (c) Provide an organization chart showing:
 - (i) the RFQ Proponent, its Team Members, the Proposed Signatory and the Core Organizations, identifying any Team Member who is not participating on an exclusive basis to that RFQ Proponent;
 - (ii) contractors, consultants, suppliers, equity investors and financial and other advisors who are not covered in subsection 2(c)(i) of this Schedule;
 - (iii) the ownership relationships between or among the RFQ Proponent, its Team Members, the Proposed Signatory and the Core Organizations; and
 - (iv) contractual relationships (e.g. design build contract, loan agreement, service contract, supply agreements), indicating those existing and those that are proposed between or among the RFQ Proponent, its Team Members, the Proposed Signatory and the Core Organizations.

A copy of the organization chart should also be included in the Technical Submission. RFQ Proponents may, with the prior approval of the Province, modify the arrangement in the organization chart after the RFQ stage.

3. PROJECT MANAGEMENT AND PUBLIC PRIVATE PARTNERSHIPS UNDERSTANDING

The RFQ Proponent should do the following:

- (a) Demonstrate that the RFQ Proponent has the project management and public private partnerships understanding to undertake the Project. In particular, please describe the RFQ Proponent's approaches to:
 - (i) risk allocation, in particular, discuss optimal allocation of design, construction, operations and financial risks and provide examples of risks allocation approaches applied in past projects;
 - (ii) public private partnerships innovation and provide examples of public private partnerships innovations in past projects; and
 - (iii) team integration and internal and external communications, and provide examples of team integration and internal and external communications applied in past projects.

Where past projects or transactions are cited, please state the applicable sections of B.6 in which such projects or transactions appear. The response for subsection 3(a) of this Schedule should be no longer than five 8.5" x 11" pages, have text with 1.5 x spacing and 11 point or larger typeface. Pages above this limit may not, at the sole and absolute discretion of the Province, be considered or evaluated.

- (b) Identify the Management Team.
- (c) Describe the Management Team's experience in managing multi-disciplinary development projects. Please state the applicable sections of B.6 in which such projects appear. Please limit description to a maximum of five projects per Management Team personnel. Any project described beyond this limit may not, at the sole and absolute discretion of the Province, be considered or evaluated.
- (d) Provide curriculum vitae of individuals comprising the Management Team.

The Commercial Submission will be evaluated on the basis of the completeness of the response and clear identification of the Persons responsible for each aspect of the Project. The evaluation will focus on the experience of the Team Members and the appropriate structuring and allocation of risks between Team Members to meet the objectives of the Province. A demonstrated understanding of integrated public private partnerships delivery will be important.

RFQ Proponents may, with the prior approval of the Province, modify the composition of the Management Team after the RFQ stage.

4. CAPACITY TO INVEST EQUITY

RFQ Proponents should demonstrate their ability to invest at least \$15 million of equity into the Project. The Province recognizes that the Preferred Proponent will likely fund the capital works for the Project with a combination of its own internal financial resources and external financial resources.

The commercial evaluation committee will assess each RFQ Proponent's demonstrated ability to invest at least \$15 million equity in the Project.

Factors which may be assessed include, among others:

- access to equity (adequacy of investor balance sheet equity, profitability/cash flow, access to external equity funding sources such as capital markets, institutional investors, etc);
- unencumbered liquid assets of investors;
- credit capacity; and
- financial commitments/contingent liabilities.

Certainty of availability of equity funding will be important.

Each Commercial Submission should provide the following:

- (a) A description of the plan by which equity will be made available to the Project.
- (b) If the RFQ Proponent is a distinct legal entity, its audited financial statements, complete auditor's reports and associated management discussions and analysis and annual reports for the three most recent fiscal years and interim financial statements for the most recent period(s) since the date of the last audited financial statements, together with any other relevant information, sufficient to demonstrate that the RFQ Proponent has the financial resources necessary to carry out its role in the Project. If any required financial statement or information is not available, please provide a statement to that effect and provide any other document or information (e.g. financial statements prepared or reviewed by an independent public accountant) that would provide independent verification that the RFQ Proponent has the financial resources necessary to carry out its role in the Project.
- (c) Audited financial statements, complete auditor's reports and associated management discussions and analysis and annual reports of every Team Member and Core Organizations for their three most recent fiscal years and interim financial statements for the most recent period(s) since the date of the last audited financial statements, together with any other relevant information, sufficient to demonstrate that every Team Member and Core Organization has the financial resources necessary to carry out its role in the Project. If any required financial statement or information is not available, please provide a statement to that effect and provide any other document or information (e.g. financial statements prepared or reviewed by an independent public accountant) that would provide

independent verification that every Team Member and Core Organization has the financial resources necessary to carry out its role in the Project.

- (d) Description of:
 - (i) all off balance sheet obligations;
 - (ii) contingent liabilities (e.g. guarantees, indemnities); and
 - (iii) other obligations,not fully disclosed in the financial statements of the Team Members, Core Organization or RFQ Proponent. If no such obligations or liabilities exist, please provide a statement to that effect.
- (e) A summary of all existing or threatened material non-employment related litigation, arbitration or administrative proceedings by or against the RFQ Proponent, Core Organization or any Team Members and any other dispute that may affect the RFQ Proponent's, Core Organization's or a Team Member's ability to perform its role in the Project. If there are no such proceedings, please provide a statement to that effect.
- (f) Any other evidence or information (e.g. bank letters, credit ratings and descriptions of successful capital markets solutions) that will assist the Province to assess the Team Members' collective ability to commit at least \$15 million in equity in the Project.

Each RFQ Proponent should promptly provide to the Contact Person a summary of any material non-employment related litigation, arbitration or administrative proceedings by or against the RFQ Proponent, Core Organization or any Team Members and any other dispute that may affect the RFQ Proponent's, Core Organization's or a Team Member's ability to perform its role in the Project if it becomes aware of them after the submission of the RFQ Response.

5. INFRASTRUCTURE FINANCING EXPERIENCE

The commercial evaluation committee will assess the ability of each RFQ Proponent to raise financing for the Project. The Commercial Submission should demonstrate the RFQ Proponent's experience in raising finance, whether as an advisor or principal, for projects of comparable nature, size and scope.

The RFQ Proponent should do the following:

- (a) Describe previous transactions or projects that demonstrate such experience and state the applicable sections of B.6 in which such projects or transactions appear, including:
 - (i) relevant specific experience of the RFQ Proponent and its Team Members, acting as a principal, in accessing the debt and equity markets as part of a successful public private partnerships or project financing of similar or greater size and complexity; and
 - (ii) relevant specific experience of the RFQ Proponent's proposed financial advisor (if any) in arranging or underwriting debt and

equity financing (whether as a lead or participating in a syndicate) as part of a successful public private partnerships or project financing of similar or greater size and complexity. Please identify financial advisor's role on each project (e.g. lead, co-lead, syndicate).

Please limit description to a maximum of five projects. Any project described beyond this limit may not, at the sole and absolute discretion of the Province, be considered or evaluated.

- (b) Provide preliminary indications of likely financing strategies (markets, financial instruments, financial risk transfer and mitigation, certainty at financial close, etc.) to demonstrate knowledge of variety of markets and public private partnerships financing techniques. The financial plan will be assessed at the RFP stage. This subsection 5(b) requirement is intended to provide RFQ Proponents an opportunity to demonstrate their knowledge of the financial markets generally and public private partnerships financing techniques in particular.

6. INSURANCE AND BONDING

The commercial evaluation committee will assess the ability of each RFQ Proponent to obtain appropriate insurance coverage and bonding required for the Project.

Each Commercial Submission must include:

- (a) Bonding Capacity

Original confirmation letter from a surety that is duly authorized to transact the business of suretyship in Canada of the RFQ Proponent's ability, if selected as a Preferred Proponent, to obtain bonding in respect of the Project of not less than a \$50 million Performance Bond and a \$50 million Labour and Material Payment Bond. All bonds must be in compliance with the specimen bonds in **Schedule Four**.

- (b) Insurance Capacity

Original confirmation letter from a recognized insurance broker that, if selected as a Preferred Proponent, the RFQ Proponent would be able to obtain appropriate insurance coverage to undertake the project from an insurer authorized to provide such coverage in Canada. Appropriate coverage would include, at a minimum, the insurance coverage described in **Schedule Five**.

7. SECTION 7 OF SCHEDULE ONE – INFORMATION REQUESTED

Where a Commercial Evaluation Criteria requests information regarding a project or transaction to demonstrate the RFQ Proponent's, Team Member's or Core Organization's experience and capabilities, please provide the information in the following manner in B.6 of the Commercial Submission:

| |
|--|
| (a) General Details: |
| <ul style="list-style-type: none"> • name of the infrastructure project/facility (“Facility”); and • location of the Facility. |
| (b) Facility Description: |
| <ul style="list-style-type: none"> • type, size, scope; and • any other special features. |
| (c) Role with Respect to the Facility: |
| <p>Please detail the RFQ Proponent’s, Team Member’s or Core Organization’s role, as applicable (e.g. sponsor, borrower or advisor). If more than one role, please detail all roles and identify the primary role (if applicable) in bold font. If the RFQ Proponent, Team Member or Core Organization, as applicable, acted as advisor, please identify the Person whom they advised.</p> |
| (d) Team member(s) or individuals involved and their role. |
| (e) Financing Details: |
| <ul style="list-style-type: none"> • type of financing raised for the Facility; and • amount of financing raised for the Facility. |
| (f) Relevant Details: |
| <ul style="list-style-type: none"> • date of financial close. |
| (g) Reference Contact: |
| <p>Please provide the following details for an independent reference contact available to verify the information provided:</p> <ul style="list-style-type: none"> • name of reference contact; • company or agency; • address; • email address; • telephone number; and • facsimile number. |

SCHEDULE TWO TECHNICAL EVALUATION CRITERIA

Each Technical Submission (Package 3 of the RFQ Response) should address each of the items and requests for information described in this Schedule. Any failure to do so may result in Disqualification.

1. SUBMISSION CONTENT

The Technical Submission should demonstrate that the RFQ Proponent has the corporate construction experience, corporate operations and maintenance experience, engineering resources and technical support to carry out the design, construction, operation and maintenance of the Project in a professional, timely and cost effective manner.

Each Technical Submission should include the requested content as described in this Schedule and should be organized as follows:

- A. Cover Page
- B. Corporate Experience & Qualifications
 - B.1. Organization Charts
 - B.2. Design
 - (a) Bridge Design
 - (b) Floating Structures Design
 - (c) Roadworks Design
 - (d) Geotechnical Design
 - (e) Environmental Design/Management
 - B.3. Construction
 - (a) Bridge Construction
 - (b) Floating Structures Construction
 - (c) Roadworks Construction
 - B.4. Facility Maintenance and Asset Management
 - (a) Facility Operation and Maintenance
 - (b) Asset and Corridor Management
- C. Core Individuals' Experience & Qualifications
 - C.1 Management Core Individuals
 - (a) Technical Director
 - (b) Quality Manager
 - (c) Environmental Specialist/Manager

- C.2. Design Core Individuals
 - (a) Senior Design Engineer
 - (b) Bridge/Structural Engineer
 - (c) Floating Bridge/Marine Structure Designer
 - (d) Hydrodynamic Specialist
 - (e) Roadway Design Engineer
 - (f) Geotechnical Engineer
 - (g) Materials Engineer
 - (h) Traffic & Electrical Engineer

- C.3. Construction Core Individuals
 - (a) Construction Manager
 - (b) Bridge/Structural Construction Manager
 - (c) Floating Bridge/Marine Construction Manager
 - (d) Roadway Construction Manager

- C.4. Facility Maintenance and Asset Management Core Individuals
 - (a) Facility and Asset Manager

RFQ Proponents are requested to adhere to the format and sequence identified here. Any extraneous Team Member or Core Individual information is discouraged.

The total number of pages of the Technical Submission **should not exceed 150 pages**. Any pages beyond this limit may not, at the sole and absolute discretion of the Province, be considered or evaluated.

1.1 Organization Charts

Please provide:

- (a) a copy of the organizational chart included in the Commercial Submission; and
- (b) a proposed organizational chart and position descriptions showing all Core Individuals, the reporting relationships (including but not limited to the reporting relationship of the Quality Manager) and a summary description of each Core Individual's anticipated duties in the Project.

1.2 Corporate Experience & Qualifications

1.2.1. General

RFQ Proponents should provide an overview, including the nature and number, of transportation related construction assignments undertaken by the Team Members and Core Individuals, that demonstrates corporate knowledge, experience and capacity relevant to the Project.

Where work on previous projects is cited by an RFQ Proponent to demonstrate the relevant corporate skills and experience, the Technical Submission should include, for each project referenced, the details of an independent reference contact person to verify the information provided. The details of the independent reference contact person

should include his/her name, title, organization, address, email address, phone number and facsimile number. It is the RFQ Proponent's responsibility to ensure that the details of all independent reference contact persons are current and accurate.

1.2.2 Design Experience

The Technical Submission should demonstrate that the RFQ Proponent has the corporate design experience and engineering resources to carry out the design and construction of the Project in a professional, timely and cost effective manner.

The Technical Submission should demonstrate that the multi-disciplined design team has a clear record of success in undertaking multi-disciplinary transportation projects.

The Team Member(s) responsible for the engineering will be evaluated with respect to their engineering experience, design/build expertise, and experience on projects of comparable size, scope and complexity.

The Technical Submission should include recent and current projects that are relevant to the Project, including a brief description of each project and the corporate roles and responsibilities.

The Technical Submission should address each of the following significant categories of corporate design experience:

- Bridge Design
- Floating Structures Design
- Roadworks Design
- Geotechnical Design
- Environmental Design/Management

| CORPORATE DESIGN EXPERIENCE CRITERIA | |
|--|---|
| Team Member(s) responsible for design engineering and related disciplines will be evaluated with respect to: | |
| 1. | Quality, currency and quantity of engineering and supporting discipline experience on projects of comparable size, scope and complexity |
| 2. | Demonstrated record of success in undertaking multi-disciplinary transportation projects including engineering support for the following engineering/technical disciplines: bridge, floating/marine structures, hydrodynamics, roadworks, geotechnical, environmental, materials, traffic & electrical. |
| 3. | Quality, currency and quantity of design/build experience |

1.2.3 Construction Experience

The Technical Submission should demonstrate that the RFQ Proponent has the construction experience to carry out the design and construction of the Project in a professional, timely and cost effective manner.

The Technical Submission should demonstrate that the multi-disciplined construction team has a clear record of success in constructing transportation projects of comparable size, scope and complexity.

The Team Member(s) responsible for construction will be evaluated with respect to their bridge, floating structures, marine, highway and heavy civil construction experience, design/build expertise, and experience on projects of comparable size, scope and complexity.

The Technical Submission should include recent and current projects that are relevant to the Project, including a brief description of each project and the corporate roles and responsibilities.

The Technical Submission should address each of the following significant categories of corporate construction experience:

- Bridge Construction
- Floating Structures Construction
- Roadworks Construction

| CORPORATE CONSTRUCTION EXPERIENCE CRITERIA | |
|--|--|
| Team Member(s) responsible for construction will be evaluated with respect to: | |
| 1. | Quality, currency and quantity of bridge, floating structures, marine, highway and heavy civil construction experience on projects of comparable size, scope, and complexity |
| 2. | Demonstrated record of success for projects of comparable size, scope, and complexity |
| 3. | Quality, currency and quantity of design/build experience |

1.2.4 Facility Maintenance and Asset Management

The Technical Submission should demonstrate that the RFQ Proponent has the facility maintenance and asset management experience to operate the Project in a professional, timely and cost effective manner.

The Technical Submission should demonstrate that the operations and facility management team has a clear record of success in operating and managing a highway corridor including a crossing structure of similar size, scope and complexity.

The Team Member(s) responsible for operations and facility management will be evaluated with respect to evidence of the performance of quality control/management systems, evidence of the performance of asset and corridor management systems (i.e., pavement management, bridge management, customer care), details of compliance with any project performance measures, including reasons for any non-compliance, details of occupational health and safety management record, details of environmental management record, other project information that the proponent considers relevant and experience on projects of comparable size, scope and complexity.

The Technical Submission should include recent and current projects that are relevant to the Project, including a brief description of each project and the corporate roles and responsibilities. Where participation was part of a larger project managed by another organization, the information provided should indicate the input of the Team Members only. Performance based and other forms of road asset maintenance/management projects, which are in progress at the time of submission of the RFQ Response, will be admissible provided at least six months of the contract has been completed.

The Technical Submission should address each of the following significant categories of corporate operations and facility management experience:

- Facility operation and maintenance
- Asset and corridor management

| CORPORATE FACILITY MAINTENANCE AND ASSET MANAGEMENT EXPERIENCE CRITERIA | |
|--|--|
| Team Member(s) responsible for operations and facility management will be evaluated with respect to: | |
| 1. | Quality and quantity of operations and facility maintenance experience on projects of comparable size, scope, and complexity. |
| 2. | Demonstrated record of success in asset management and corridor management for projects of comparable size, scope, and complexity. |

1.3 Core Individuals' Experience and Qualifications

1.3.1. General

RFQ Proponents should demonstrate that they are able to provide suitably qualified and experienced personnel in each of the Core Individual positions listed.

For each of the Core Individual positions, nominate one person with the necessary skills, experience, and qualifications to conduct that component of the Project.

RFQ Proponents may nominate any individual to more than one Core Individual position. If an individual is nominated to more than one position, the rated criteria will apply to the individual for each position identified.

RFQ Proponents should demonstrate why the Core Individual is qualified, and has relevant experience to meet the challenges of the Project. Core Individuals will be evaluated with respect to their experience in the Core Individual role, overall design, construction and/or operations and maintenance experience working on projects of comparable size, scope and complexity. The number and nature of the assignments provided as examples will be considered in the evaluation of the Technical Submission.

All engineers and geoscientists nominated to a Core Individual position should be eligible to practise as Professional Engineers and Geoscientists in the Province of British Columbia. Information on eligibility can be obtained at <http://www.apeg.bc.ca/>.

Where work on previous projects is cited by an RFQ Proponent to demonstrate the relevant skills and experience of any person, the Technical Submission should include, for each project referenced, the details of an independent reference contact person to verify the information provided. The details of the independent reference contact person should include his/her name, title, organization, address, email address, phone number and facsimile number. It is the RFQ Proponent's responsibility to ensure that the details of all independent reference contact persons are current and accurate.

Provide the following information on the individual nominated to each Core Individual position:

Position: Use the Core Individual position titles described below.

Name: Title and position in the RFQ Proponent and primary location of the individual.

Roles and Responsibilities: Provide an outline of the individual's role and responsibilities for the Project.

Qualifications: Formal qualifications and previous training.

Years of Experience: Number of years of relevant experience.

Relevant Experience: Provide a list of that person's relevant and current projects that are directly related to the position, including a brief description of each project, client name, employer name, when the project was undertaken, the person's specific role(s) and responsibilities, and the person's total time spent on each role.

The following factors will be considered for evaluating the relevant experience of each of the following Core Individuals.

1.3.2 Management Core Individuals

(a) Technical Director

- Managing Design/Build transportation projects.
- Successful delivery of large multi-discipline projects on schedule and within budget.
- History of floating structures, marine, highway/heavy civil projects of similar scope, size and complexity.

(b) Quality Manager

- Thorough knowledge of the requirements for the Quality Management System (QMS) as defined in the International Standard ISO 9000, or equivalent recognized standards and guidelines.
- Development and implementation of the QMS for the design, construction and operation of similar projects.
- Development and implementation of Quality Manuals and Quality System Procedures describing responsibility, methodology, verification processes and quality records.
- Development and implementation of a Quality Management Plan (QMP) as described in the Ministry's Special Provision for Quality Management (Quality Assurance and Quality Control).
- Development and implementation of an Inspection and Test Plan for construction materials and equipment covering quality control processes, procedures and documents.
- Development and implementation of an internal quality audit plan defining what activities, procedures and documents will be audited to verify their compliance with the project quality requirements.

(c) Environmental Specialist/Manager

- Managing an environmental team on major transportation projects involving in-water works.
- Developing and implementing environmental management plans.
- Managing environmental mitigation, protection, compensation, enhancement and monitoring for highway bridge and roadworks design and construction.
- Thorough understanding and experience with Federal and Provincial regulatory agencies and approval processes applicable to this Project.

1.3.3 Design Core Individuals

(a) Senior Design Engineer

- Managing of multi-discipline engineering projects/assignments.
- Design manager on projects of a comparable nature, including combined roadworks, marine, structural and floating structure projects on operating major highways.

- Successful development of innovative design solutions for bridge crossings and highways.
 - Addressing challenges and constraints comparable to those posed by the difficult ground conditions of the Project.
 - Ability to manage a value engineering process.
- (b) Bridge/Structural Design Engineer
- Design of large bridge structures on major highways including multi-span structures in both concrete and steel, and deep pile foundation systems.
 - Structural option analysis and value analysis of bridge structures and retaining walls.
 - Assessment and rehabilitation of existing bridge structures.
- (c) Floating Bridge/Marine Structure Designer
- Design of similar floating bridges or large floating structures.
 - Design of piled marine structures.
 - Design of anchorage systems.
 - Floating bridge/structure option analysis and value analysis.
 - Assessment and rehabilitation of existing floating structures.
- (d) Hydrodynamic Specialist
- Developing wind and wave regimes.
 - Dynamic analysis of floating bridges/structures subject to wind and wave loading.
 - Developing wind generated ice loads.
- (e) Roadway Design Engineer
- Roadway designer on combined roadworks and structural projects on major highways.
 - Successful development of innovative design solutions for highways with tight physical constraints.
 - Coordinating roadway designs with utilities and municipalities.
- (f) Geotechnical Engineer
- Managing large geotechnical engineering programs.
 - Successful delivery of geotechnical assignments involving a high degree of risk and settlement potential.
 - Foundation designs for bridge structures and retaining walls.
 - Settlement assessment of soft soils.
 - Deep pile foundation experience.

(g) Materials Engineer

- Construction aggregate evaluation and selection.
- Concrete mix designs for aggressive exposure classes.
- Metallurgical, fatigue and durability aspects of material selection.
- Coating systems evaluation and selection.

(h) Traffic & Electrical Engineer

- Developing traffic control plans and traffic control layouts on major highways with high traffic volumes, work zones with long durations, detours and multiple stages.
- Design of traffic control devices (i.e. signing, signals, delineation, etc).
- Design of electrical devices (i.e. lighting, illumination, flashers, etc).

1.3.4 Construction Core Individuals

(a) Construction Manager

- Managing design/build transportation projects of similar size and complexity.
- Successful delivery of multi-discipline projects on schedule and within budget.
- History of construction adjacent to high traffic volumes.
- Construction safety record.

(b) Bridge/Structural Construction Manager

- Managing design/build bridge/structural projects of similar size and complexity.
- History of construction adjacent to high traffic volumes.
- Construction safety record.

(c) Floating Bridge/Marine Construction Manager

- Managing design/build floating bridge and marine construction projects of similar size and complexity.
- Managing graving dock facilities and temporary works associated with the construction of large floating concrete structures.
- Construction Safety record.

(d) Roadway Construction Manager

- Managing design/build highway and heavy civil projects of similar size and complexity.
- History of construction adjacent to high traffic volumes.
- Implementing and supervising traffic control plans on major highways with high traffic volumes, work zones with long durations, detours and multiple stages.
- Construction safety record.

1.3.5 Facility Maintenance and Asset Management Core Individuals

(a) Facility and Asset Manager

- Managing the operations, maintenance and rehabilitation of highway assets of a similar nature including any recent and relevant experience in public private partnerships.
- Managing winter maintenance operations.
- Environmental, highway safety and traffic management including accident response.
- Ability to plan, document and manage a quality management system for projects of a similar nature including application of ISO 9000, or equivalent recognized standards and guidelines.
- Managing resources including labour, plant, materials, facilities, suppliers and sub-contractors.
- Concession management of transportation assets.
- Public relations and customer care relevant to operating a highway.
- Safety record.

1.3.6 Core Individuals Evaluation

Core Individuals will be evaluated against the following criteria:

| CORE INDIVIDUALS CRITERIA | |
|----------------------------------|---|
| 1. | Quality, currency and quantity of experience in each Core Individual position on projects of comparable size, scope and complexity. |
| 2. | Qualifications and training related to nominated position. |
| 3. | Demonstrated record of success in undertaking multi-disciplinary transportation projects of comparable size, scope and complexity. |

2. EVALUATION PROCEDURE

Evaluation of Technical Submissions will be conducted by a technical evaluation committee which may include representatives of government ministries and external advisors.

Evaluation of Technical Submissions will be conducted in the manner and sequence described below. The Evaluation Criteria are the only factors that will be used to evaluate Technical Submissions.

Each Technical Submission will be evaluated on its own merit. Points will only be allocated in accordance with the evaluation weighting table. Both quantitative and qualitative indicators and measures may be used to evaluate each Technical Submission and to assign points.

The final scoring of each Technical Submission will be in accordance with the evaluation weighting table. The total point scores will be used in the short listing of RFQ Proponents.

3. EVALUATION WEIGHTING TABLE

The technical evaluation committee anticipates using the following weighting to evaluate the Technical Submissions:

Request for Qualifications
Okanagan Lake Bridge

| Schedule Two Item # | RATED CRITERIA | Subtotal Points | Available Points |
|---------------------|---|-----------------|------------------|
| 1.2 | Team Member Experience & Qualifications | | 250 |
| | Bridge Design | 30 | |
| | Floating Structures Design | 50 | |
| | Roadworks Design | 10 | |
| | Geotechnical Design | 10 | |
| | Environmental Design/Management | 10 | |
| | Bridge Construction | 30 | |
| | Floating Structures Construction | 50 | |
| | Roadworks Construction | 20 | |
| | Facility Operation and Maintenance | 20 | |
| | Asset and Corridor Management | 20 | |
| 1.3 | Core Individuals Experience and Qualifications | | 375 |
| 1.3.2 | Management Core Individuals | | |
| (a) | Technical Director | 20 | |
| (b) | Quality Manager | 15 | |
| (c) | Environmental Manager | 10 | |
| 1.3.3 | Design Core Individuals | | |
| (a) | Senior Design Engineer | 25 | |
| (b) | Bridge/Structural Engineer | 20 | |
| (c) | Floating Bridge/Marine Structure Designer | 25 | |
| (e) | Hydrodynamic Specialist | 20 | |
| (f) | Roadway Design Engineer | 15 | |
| (g) | Geotechnical Engineer | 15 | |
| (h) | Materials Engineer | 10 | |
| (i) | Traffic & Electrical Engineer | 10 | |
| 1.3.4 | Construction Core Individuals | | |
| (a) | Construction Manager | 40 | |
| (b) | Bridge/Structural Construction Manager | 30 | |
| (c) | Floating Bridge/Marine Construction Manager | 35 | |
| (d) | Roadway Construction Manager | 15 | |
| 1.3.5 | Facility Maintenance & Asset Management Core Individuals | | |
| (a) | Facility and Asset Manager | 70 | |
| | Total Points Available | | 625 |

SCHEDULE THREE

LIST OF RESTRICTED PARTIES

- Bill Kendrick, P. Eng.
- Bruce Methven Consulting Services
- Coast River Environmental Services Ltd.
- EVM Projects
- EarthTech (Canada) Inc.
- Geoplan Consultants Inc.
- Halcrow Holdings Limited
- Levelton Engineering Ltd.
- Macquarie North America Ltd.
- Miller Thomson LLP
- Novatrans Engineering Inc.
- PBA Engineering Ltd.
- Transys International Consultants Limited (TSi Consultants)
- Westmar Consultants Inc.

SCHEDULE FOUR SPECIMEN BONDS

This Schedule contains the specimen bonds that will be required to be in place throughout the term of the design-build phase of the Concession Agreement.

SPECIMEN PERFORMANCE BOND

NO. _____ \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that **(PREFERRED PROPONENT'S NAME)** as Principal, hereinafter called the Principal, and **(SURETY/COMPANY NAME AND ADDRESS)**, a corporation created and existing under the laws of Canada, and duly authorized to transact the business of Suretyship in Canada, as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION, as obligee, hereinafter called the Obligee, in the amount of _____ Dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee, dated **(DATE OF AWARD)** for **(DESCRIBE CONTRACT)** which Contract Documents are by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) Whenever the Principal shall be, and declared by the Obligee to be, in default under the contract, the Surety shall:
 - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
 - (b) if the work is taken out of the Principal's hands, and the Obligee directs the Surety to undertake the completion of the work, complete the work in accordance with the contract provided that a contract is entered into for the completion of the work:
 - (i) it shall be between the Surety and the completing contractor, and
 - (ii) the selection of such completing contractor shall be subject to the approval of the Obligee,

- (c) if the work is taken out of the Principal's hands and the Obligee, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Obligee under the contract,
 - (d) be liable for and pay all the excess costs of completion of the contract, and
 - (e) not be entitled to any contract moneys earned by the Principal, up to the date of Principal's default on the contract and any holdbacks relating to such earned contract moneys held by the Obligee, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the contract to the satisfaction of the Obligee, any contract moneys earned by the Principal or holdbacks related thereto held by the Obligee may be paid to the Surety by the Obligee.
- (2) The Surety shall not be liable for a greater sum than the amount specified in this Bond.
- (3) No suit or action shall be instituted by the Obligee herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the contract is payable.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this bond this _____ day of _____, 20 ____.

SIGNED and SEALED
In the presence of:

For the Principal

SEAL

For the Surety Attorney-in-fact

SEAL

**SPECIMEN LABOUR AND MATERIAL PAYMENT BOND
(British Columbia Government Form)**

No. _____ \$ _____

Note: This Bond is issued simultaneously with another Bond in favour of the Obligee conditioned for the full and faithful performance of the contract.

KNOW ALL PERSONS BY THESE PRESENTS THAT **(PREFERRED PROPONENT'S NAME)** as Principal, hereinafter called the Principal, and **(SURETY/INSURANCE COMPANY NAME AND ADDRESS)** a corporation created and existing under the laws of Canada, and duly authorized to transact the business of Suretyship in Canada, as Surety, hereinafter called the Surety are, subject to the conditions hereinafter contained, held and firmly bound unto HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF

TRANSPORTATION, as Obligee, hereinafter called the Obligee, for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns, in the amount of _____ Dollars (\$ _____) of lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the ___ day of _____ 20___ for **(DESCRIBE CONTRACT)** which Contract Documents are by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the contract. The prevailing industrial value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the contract.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, that every Claimant who has not been paid as provided for under the terms of their contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of their contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act,

action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Obligee to sue on and enforce the provisions of this Bond.

3. No suit or action shall be commenced hereunder by any Claimant:
 - (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given
 - (1) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal or under the Mechanic's Liens Legislation applicable to the Claimant's contract with the Principal whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal.
 - (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal;
 - (b) after the expiration of one (1) year following the date on which the Principal ceased work on the contract, including work performed under the guarantees provided in the contract.
 - (c) other than in a Court of competent jurisdiction in a Province or Territory of Canada in which the subject matter of the contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 1959 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothecs and privileges of said Claimant.
5. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of

record against the subject matter of the contract, whether or not claim for the amount of such lien be presented under and against this Bond.

- 6. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this _____ day of _____ 20

SIGNED and SEALED
In the presence of:

For the Principal

SEAL

For the Surety Attorney-in-fact

SEAL

SCHEDULE FIVE

INSURANCE REQUIREMENTS

This Schedule describes the minimum insurance requirements that will be required to be in place during various phases of the Concession Agreement.

1 ISSUANCE OF INSURANCE

All insurance coverage will be issued with insurers acceptable to the Minister.

2 EVIDENCE OF COVERAGE

The following evidence of coverage will be required:

- (a) File originals or signed, certified copies of all policies and renewals of such policies together with any other endorsements necessary to comply with these insurance specifications and any other requirements outlined in the Concession Agreement with: The Manager, Insurance and Bonds, Ministry of Transportation, P.O. Box 9850 STN Prov Govt, 4th Floor, 940 Blanshard Street, Victoria, BC V8W 9T5.
- (b) Any endorsements issued must be countersigned, and only original or certified copies of endorsements are acceptable.
- (c) For Automobile Liability insurance, a duly executed Insurance Corporation of British Columbia APV 47 form may be used for evidence of coverage or renewal provided that if excess limits are purchased through private insurers, evidence will be provided by way of signed, certified copies of such policies.

3 INSURANCE COVERAGES REQUIRED

3.1 Third Party General Liability Policies

- (a) Construction Phase

“Wrap-Up” Commercial General Liability insurance with inclusive limits of not less than **\$25,000,000** for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy will indemnify the named insureds and the additional insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work or operations of the Preferred Proponent or subcontractors, including all persons, firms or corporations who perform any of the work, in connection with the Concession Agreement, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance will also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

In addition to the “wrap-up” general liability coverage, Protection and Indemnity (Marine) liability insurance will be either included in the “wrap-up” coverage or provided for by a separate policy(ies).

IF aircrafts (including helicopters) are used in the performance of the Concession Agreement and are owned, leased or rented by the Preferred Proponent, then third party liability coverage with inclusive limits of not less than **\$25,000,000** must be provided.

(b) Maintenance and Management Phase

Comprehensive (Commercial) General Liability insurance will be arranged with inclusive limits of not less than **\$25,000,000** for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy will indemnify the named insureds and the additional insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work or operations of the Preferred Proponent or subcontractors, including all persons, firms or corporations who perform any of the work, in connection with the Concession Agreement, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance will also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

If there is a Marine Liability exposure that is not covered by the Commercial General Liability policy, then specific Protection and Indemnity (Marine) liability insurance must be effected in a form agreed to by the Minister.

(c) Extension Of Coverage – Applicable to liability policies noted above

Such liability insurance will cover liability assumed by the Preferred Proponent in connection with and applicable to the Concession Agreement and will include the following coverage extensions:

- Canada and USA coverage territory
- Products/Completed Operations
- Occurrence Property Damage
- Broad Form Property Damage
- Broad Form Completed Operations
- Contingent Employers Liability
- Medical Payments
- Incidental Medical Malpractice
- Blanket Written Contractual
- Cross Liability
- Attached Machinery
- Non Owned Automobile
- Legal Liability for damage to hired automobiles

- Hazardous Operations (XCU)
- 24 months Products and Completed Operations
- Sudden and Accidental Pollution
- 60 days notice of cancellation / Limitation (as more fully outlined under item 5)

(d) Exclusions Not Permitted

Hazardous operations such as excavation pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed shall not be excluded from insurance coverage.

Claims arising out of the legal liability imposed upon the insureds at common law and extended by statute for bodily injury or death to employees of the insured, except that this exclusion shall not apply to the liability imposed upon or assumed by the insured under any Workers' Compensation Statute or for assessments by any Workers' Compensation Board.

Liability assumed by the insureds under contract with railroad companies for the use and operation of railway sidings or crossings.

Liability assumed by the Preferred Proponent under and applicable to any Gravel Licenses.

Liability arising out of all products where the Preferred Proponent supplies the material.

Any tort liability assumed by the Preferred Proponent under the Concession Agreement.

Other types of services not listed above, to be performed by the Preferred Proponent under the Concession Agreement.

(e) Deductible

A **maximum** deductible on the primary insurance policy will be allowed for any one accident or per occurrence of up to **\$50,000** on the primary insurance policy. Payment of any deductible will be the responsibility of the Preferred Proponent.

(f) Self-Insured Retention

A **maximum** self-insured retention of up to **\$50,000** for any one accident or per occurrence will be permitted for the Preferred Proponent providing umbrella/excess liability insurance subject to having a **minimum** primary insurance policy of **\$2,000,000.00** underlying the umbrella/excess.

3.2 Professional Liability Insurance (Errors & Omissions)

Single Project Specific Professional Liability insurance shall be arranged and the policy shall contain **minimum** limits of **\$10,000,000** per claim, and **\$10,000,000** annual aggregate insuring against all insured loss or damage including coverage for third party property damage, bodily injury or death, arising out of the professional services rendered by the Preferred Proponent, the Preferred Proponent's Sub-contractor, and/or any engineers / architects / surveyors and any of their servants or employees including personnel on loan to the Preferred Proponent and personnel who perform normal services of the Preferred Proponent under the Concession Agreement. The named insured shall also include but not be limited to all architectural or engineering firms, including project managers, construction managers, applied science technologists, land surveyors, or quantity surveyors engaged in the Project.

A maximum deductible of **\$50,000** will be allowed.

Exclusions for design/build or joint venture projects will not be permitted.

Coverage shall be maintained for a period of 24 months following completion of the Project.

The Preferred Proponent further commits to providing such professional liability insurance coverage should they require the services of "professionals" in the maintenance and / or repairing / building of the bridge structure.

3.3 Automobile Insurance

Automobile Liability coverage with inclusive limits of not less than **\$25,000,000** providing third party liability and accident benefits insurance and automobile physical damage insurance including collision and comprehensive coverage must be provided for all vehicles required by law to be licensed that are owned, leased or rented by the Preferred Proponent/Manager, and that are used in the performance of the Concession Agreement.

3.4 Aircraft Insurance

IF aircraft (including helicopters) are used in the performance of the Concession Agreement and are owned, leased or rented by the Preferred Proponent, then third party liability coverage with inclusive limits of not less than **\$25,000,000** must be provided.

3.5 Property Insurance

(a) Construction Phase

Builders Risk, Direct Damage, Installation Floater, "All-Risk" Insurance

The Preferred Proponent shall, at the Preferred Proponent's expense, obtain and maintain insurance against "all risks" of direct physical loss or damage including but not limited to flood, earthquake, full resultant loss or

damage, structural collapse and transit risks by any conveyance to and/or from the site, while there, awaiting and/or during erection, installation and testing, occurring anywhere within Canada or the continental United States of America, and until handed over and accepted by the Minister. The insurance policy shall provide coverage for and limits to the full value of the contract and include the value of any material and/or structure and/or property destined for or entering into or forming part of the work, whether belonging to the Preferred Proponent, sub-contractors and/or the Minister and/or the engineers and/or otherwise and including automatically any changes in design or method of construction occurring during the term of the policy.

(b) Maintenance and Management Phase

Equipment Insurance

The Preferred Proponent shall obtain, maintain and provide evidence of "all risks" insurance coverage, including earthquake, flood and waterborne coverages, satisfactory to the Minister, covering all equipment owned, rented, or leased and used in the performance of the Concession Agreement, or for which the Preferred Proponent may be responsible.

(c) Deductibles Per Occurrence

- (i) Flood - **\$25,000** maximum.
- (ii) Earthquake - up to **10%** of the actual value replacement cost at time of loss.

In the event of an insured earthquake loss occurring, the earthquake insurance policy deductible will be shared between the Preferred Proponent and the Minister on the following basis:

- (A) The first \$25,000 of the deductible will be payable by the Preferred Proponent.
- (B) The remaining portion will be payable by the Minister.
- (iii) All other losses up to **\$10,000**.
- (iv) The payment of any deductible shall be the responsibility of the Preferred Proponent except for earthquake which will be shared as stated above.

4 ADDITIONAL CONDITIONS IN ALL LIABILITY POLICIES (EXCEPT OWNED AUTOMOBILE AND PROFESSIONAL LIABILITY INSURANCE) ARE TO BE INCLUDED BY ENDORSEMENT AS FOLLOWS:

Notwithstanding any other terms, conditions, or exclusions elsewhere in the policies or in this Schedule, it is understood and agreed that every policy is extended to include insurance coverages and clauses as follows:

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured in connection with contracts entered into between the Insured and the Additional Named Insured.

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such cover shall remain in full force and effect for a period of 24 months after the work has been completed, irrespective of the expiry date of the policy.

5 CANCELLATION / LIMITATION FOR ALL POLICIES (EXCEPT OWNED AUTOMOBILE):

The required insurance coverages shall not be cancelled, removed, or endorsed to restrict coverage or limits of liability, without **60 days** notice in writing by registered mail to: **The Manager, Insurance and Bonds, Ministry of Transportation, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5.**

6 ADDITIONAL NAMED INSURED

Where coverage is provided under the requirements of this Schedule, the policy(s) shall be endorsed as follows: "Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation is added as an Additional Named Insured."

7 LOSS PAYABLE – PROPERTY INSURANCE

The insurance policy must contain a loss payable clause directing payment to: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation".

FORM A
RFQ RESPONSE DECLARATION

This RFQ Response Declaration must be executed by all Team Members comprising the RFQ Proponent.

By executing this RFQ Response Declaration, you agree to the provisions of the RFQ and this RFQ Response Declaration.

Original signatures from all Team Members, whether in one document or in counterparts, must be submitted.

Capitalized terms are defined in the Glossary in the RFQ.

[RFQ Proponent's Letterhead]

To:

The Province
c/o Partnerships British Columbia Inc.
Suite 1250 – 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2
Attention: Maria Ciarniello, Project Liaison Officer

The RFQ Proponent and each of its Team Members hereby agree and acknowledge that:

1. RFQ Response

- (a) this RFQ Response Declaration [**Form A**] has been duly authorized and validly executed and is binding on the RFQ Proponent and its Team Members;
- (b) the RFQ Proponent and each of its Team Members are bound by all statements and representations in its RFQ Response;
- (c) its RFQ Response strictly conforms with the RFQ and that any failure to strictly conform with the RFQ may, in the sole and absolute discretion of the Province, be cause for Disqualification;
- (d) its RFQ Response is in all respects a fair RFQ Response made without collusion or fraud;
- (e) the Province reserves the right to verify information in its RFQ Response and conduct any background investigations including criminal record investigations, verification of the RFQ Response, credit enquiries, litigation

searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Team Members and by submitting an RFQ Response, the RFQ Proponent and each of its Team Members agree that they consent to the conduct of all or any of those investigations by the Province;

2. Acknowledgements with Respect to the RFQ

- (a) the RFQ Proponent and each of its Team Members have received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ “Table of Contents” and any and all Addenda;
- (b) the RFQ Proponent and each of its Team Members agree to be bound by the entire RFQ including all of the terms and conditions, all documents listed in the RFQ “Table of Contents” and any and all Addenda;
- (c) by submitting an RFQ Response, the RFQ Proponent and each of its Team Members waive any further right to amendment or clarification of any aspect of the RFQ;
- (d) in the event that the RFQ Proponent is selected as the Preferred Proponent, each Team Member intends to make its resources available to the RFQ Proponent, in the manner anticipated in the RFQ Response, throughout the foreseeable duration of the Project;
- (e) the contact representative identified in **Form B** is fully authorized to represent the Team Members in any and all matters related to its RFQ Response, including but not limited to providing clarifications and additional information that may be requested in association with the RFQ;
- (f) the RFQ Proponent and each of its Team Members have disclosed all relevant relationships in the completed **Form C** and in accordance with the instructions in **Form C**;
- (g) every individual nominated in the RFQ Response for the Project from the Core Individuals, members of the Management Team and advisors, have completed and executed a **Form D**;
- (h) the RFQ Proponent has had sufficient time to consider and has satisfied itself as to the applicability of the material in the RFQ and the Information Package and any and all conditions that may in any way affect its RFQ Response;
- (i) the information and documents included in the Information Package are provided for historical and background purposes only and the information contained therein may not properly, adequately or accurately represent the current context or circumstances or current policies in relation to the subject matter;

3. Evaluation of RFQ Responses

- (a) the RFQ is not an offer, a tender or a request for proposals, it is a request for qualifications and the responsibility of the Province is therefore limited to evaluating the RFQ Responses in accordance with the Evaluation Criteria set out in the RFQ provided that, in its sole and absolute discretion, the Province decides to proceed with evaluation of the RFQ Responses;
- (b) the Province will solely determine the RFQ Responses that meet the requirements in accordance with the Evaluation Criteria and the RFQ Proponents who will be short listed pursuant to the RFQ;

4. Limitation of Damages

- (a) in the event any or all RFQ Responses are rejected or Disqualified or the Project or Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFQ or the RFP or both), neither the Province nor any of its employees, advisors or representatives will be liable, under any circumstances, for any Claims or to reimburse or compensate the RFQ Proponent or any of its Team Members in any manner whatsoever including but not limited to costs of preparation of the RFQ Response, loss of anticipated profits, loss of opportunity or any other matter;
- (b) the RFQ Proponent and each of its Team Members waive any Claim for loss of profits or loss of opportunity if the RFQ Proponent is rejected or Disqualified or is not successful in being short listed in the Selection Process; and
- (c) with respect to circumstances not listed at **section 4(a)** and **section 4(b)** above, the RFQ Proponent and each of its Team Members will not make any Claim against the Province or its employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the RFQ Response for any matter relating to the RFQ, the Project or the Selection Process.

TEAM MEMBER FIRM

TEAM MEMBER FIRM

Name of Team Member Firm

Name of Team Member Firm

Name of Authorized Signatory

Name of Authorized Signatory

Signature

Signature

TEAM MEMBER FIRM

Name of Team Member Firm

Name of Authorized Signatory

Signature

INDIVIDUAL TEAM MEMBER (if any)

Name of individual Team Member

Name of Authorized Signatory

Signature

INDIVIDUAL TEAM MEMBER (if any)

Name of individual Team Member

Name of Authorized Signatory

Signature

TEAM MEMBER FIRM

Name of Team Member Firm

Name of Authorized Signatory

Signature

INDIVIDUAL TEAM MEMBER (if any)

Name of individual Team Member

Name of Authorized Signatory

Signature

INDIVIDUAL TEAM MEMBER (if any)

Name of individual Team Member

Name of Authorized Signatory

Signature

FORM B
CONTACT DETAILS AND RFQ PROPONENT FORM

At least one Team Member must be a duly organized, validly existing legal entity entitled to carry on business in British Columbia with the power and capacity to enter into the Project. Please clearly indicate the Team Member who meets these requirements.

Please clearly identify below at least one Team Member who is an Interested Party who has been accepted by the Province as eligible to respond to this RFQ.

Business Name of RFQ Proponent

**CONTACT REPRESENTATIVE FOR
RFQ PROPONENT**

Name

Company or Firm

Address

Telephone

Fax Number

Email Address

**INFORMATION ON THE TEAM MEMBER
WHO IS AN INTERESTED PARTY**

Legal Name
(incorporation/registration name)

Type of Entity
(type of corporation, partnership, consortium etc)

Jurisdiction of Incorporation/Registration

Address

Primary Business
(engineering, construction, finance, etc)

Check to confirm that the Team Member
has executed a Confidentiality Undertaking

[FORM B CONTINUED]

Copy and complete the form below for the RFQ Proponent (if it is a distinct legal entity) and all Team Members including:

- (1) all of the firms comprising the RFQ Proponent;**
- (2) other individuals comprising the RFQ Proponent who are not covered above [NOTE: INDIVIDUALS ARE NOT REQUIRED TO COMPLETE THE SHADED SECTIONS]; and**
- (3) all advisor firms or individual [NOTE: INDIVIDUAL ADVISORS ARE NOT REQUIRED TO COMPLETE THE SHADED SECTIONS] to the RFQ Proponent.**

STATUS

(for example:

- *firm;*
- *individual; or*
- *advisor firm or individual advisor to the RFQ Proponent.*

Name

(for a firm, please provide incorporation/registration name)

Type of Entity

(type of corporation, partnership, consortium etc)

Jurisdiction of Incorporation/Registration

Primary Business

(engineering, construction, finance, legal, etc)

Address

Telephone number

(if further information is required)

Check to confirm that the individual or firm listed above has executed a Confidentiality Undertaking.

FORM C

RELATIONSHIP DISCLOSURE FORM

This must be completed by each Team Member of the RFQ Proponent (including firms and individuals where they are not employed by those firms).

The Team Member declares that:

- (1) The Team Member has reviewed the list of Restricted Parties.
- (2) The following is a full disclosure of all relationships that the Team Member has with:
 - (a) any Restricted Parties or their current or former employees, shareholders, directors or officers; or
 - (b) employees (both current or former) of the Province or individuals of firms who have been involved in the Selection Process or the design, planning or implementation of the Project,

that could constitute a conflict of interest or unfair advantage.

| Name of Restricted Party / Person | Details of the Nature of the Team Member's relationship with the listed Restricted Party/Person <i>(e.g. Team Member X was an advisor to the Restricted Party from 1999-2000)</i> |
|-----------------------------------|--|
| | |
| | |
| | |
| | |
| | |

(attach additional pages if necessary)

TEAM MEMBER

Contact Information

Name of Team Member

Telephone

Name of Authorized Signatory

Fax

Signature

E-mail

Witness

Mailing Address

FORM D LETTER OF AVAILABILITY

This must be executed by every individual nominated in the RFQ Response for the Project from the Core Individuals, members of the Management Team and advisors. Original signatures must be submitted.

Capitalized terms are defined in the Glossary in the RFQ.

To: The Province
c/o Partnerships British Columbia Inc.
Suite 1250 – 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2
Attention: Maria Ciarniello, Project Liaison Officer

Dear Ms. Ciarniello,

RE: REQUEST FOR QUALIFICATIONS, OKANAGAN LAKE BRIDGE, DECEMBER 2003 (“RFQ”)

I, the undersigned declare the following to be true:

- (a) I am familiar with the substance of the RFQ.
- (b) I have read and agreed to be bound by all statements and representations made in the RFQ Response submitted by the below named RFQ Proponent.
- (c) I have agreed to participate with the below named RFQ Proponent in the role named below.
- (d) If the RFQ Proponent is selected as the Preferred Proponent, I intend to be available to serve in the role named below throughout the foreseeable duration of the Project.
- (e) I agree that the contact representative of the RFQ Proponent, as identified in **Form B**, has full authority to represent me in any and all matters related to the RFQ Response, including but not limited to providing clarifications and additional information that may be requested in association with the RFQ.
- (f) I consent to the Province conducting any background investigations including criminal record investigations, verification of the RFQ Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on me.

Legal name of RFQ Proponent: _____

*Core Individual/*Management Team/advisory position: _____

Signature : _____ Date: _____

Print or type name: _____

Telephone: _____ Facsimile: _____

Email: _____

* Delete whichever is not applicable

partnerships
British Columbia
