

Dear Mr. Agerup:

Please find attached our completed Delcaration of Interest in reference to the Distribution of Liquor Project # SATP-301.

If any additional information is required, please feel free to contact us.

Sincerely,
Peggy Spiliadis
Sales & Administrative Assistant
Metro Supply Chain Group
1401 Creditstone Road
Concord, Ontario
L4K 4N7
Tel: 647-226-0391
Email: pspiliadis@metroscg.com



May 3rd, 2012

PROCUREMENT SERVICES

c/o Reception Desk
2nd Floor, 563 Superior Street
Victoria, British Columbia
V8V 1T7

Attn: Pelle Agerup, Senior Director

RE: APPENDIX A – Declaration of Interest (SATP-301)

Dear Mr. Agerup:

On behalf of Metro Supply Chain Group for which Centric Retail Logistics Inc., is a parent company, please find attached our completed Declaration of Interest. Upon review of the attached document, please feel free to contact us should you have any questions. I can be contacted via email at pspiliadis@metroscg.com or via phone at 647-226-0391.

With regard to page 6 and the Corporate Seal, we do not have a Corporate Seal to administer to this document.

Sincerely,
Metro Supply Chain Group

A handwritten signature in dark ink, appearing to read "P. Spiliadis", is written over a faint circular stamp.

Peggy Spiliadis
Sales & Administrative Assistant

c. Martin Graham, President

Metro Supply Chain Group

www.metroscg.com

1401 Creditstone Road, Concord, Ontario L4K 4N7

Received Time May. 3. 2012 12:41PM No. 4689

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CTZ-2012-00124



Appendix A Declaration of Interest

Number: SATP-301

This Declaration of Interest and Acceptance of Terms of Reference ("Declaration") is intended to confirm which Proponents are interested in participating in the Distribution of Liquor Project, Negotiated Request for Proposals Number SATP-301 and to direct those Proponents to execute the Declaration required as a precondition to submitting a proposal.

Interested Proponents are invited to respond to this Declaration by submitting the form attached to this Appendix A entitled "Declaration of Interest and of Acceptance of Terms of Reference" as further directed in this Appendix A.

Proponents should deliver executed Declarations to the Province in accordance with section 2.1(xiv) of this Declaration.

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DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301

DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE

("Declaration")

WHEREAS [legal name] CENTRIC RETAIL LOGISTICS INC. ("Proponent") seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "Designated Persons") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"BC Bid" means the Province's Internet tendering notification and electronic bidding system;

"Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"Conflict of Interest" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

- 3 -

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, incumbency shall not, in itself, constitute an unfair advantage.

"Distribution of Liquor Project" and **"DLP"** means the disposition of the LDB's assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

"Distribution Services" means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

"Liquor Distribution Branch" or **"LDB"** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

"Ministry" means the Ministry of Energy and Mines.

"Province" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens' Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of "Contract A" or other tendering law duties or obligations.

- 4 -

- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in: (a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

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- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP: (a) is the sole property of the Province and must be treated as confidential; (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract; (c) must not be disclosed without prior written authorization from the Province; and (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

- 6 -

Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third-parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT:

Print legal name of Proponent: CENTRIC RETAIL LOGISTICS INC

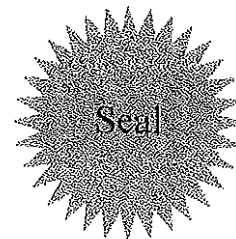
by its duly authorized representative(s):

Per:

Print Name:

Title:

M. Graham
MARTIN S GRAHAM
CEO



- 7 -

SCHEDULE A1 - DESIGNATED PERSONS

NAME

INITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. Name: CHRIS JARVIS
Title: VICE PRESIDENT
Date Designated: 3-MAY-2012
2. Name: CALVIN POON
Title: SENIOR MANAGER
Date Designated: 3-MAY-2012
3. Name: GLENN WELSH
Title: VICE PRESIDENT
Date Designated: 3-MAY-2012
4. Name: GLENN ROSS
Title: TECHNICAL SOLUTIONS TEAM
Date Designated: 3-MAY-2012

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SCHEDULE A2 - REGISTRATION FORM

TO : The Province
FROM : Name of Proponent
RE : Distribution of Liquor Project

PROPONENT INFORMATION

1. The full legal name of the Proponent is:

CENTRIC RETAIL LOGISTICS INC

(PARENT COMPANY METRO SUPPLY CHAIN GROUP INC)

2. Any other relevant name under which the Proponent carries on business is:

3. The jurisdiction under which the Proponent is governed is:

QUEBEC, CANADA

4. The name, address, telephone, facsimile number, e-mail address and BCeID of the contact person for the Proponent is:

CHRIS JARVIS
METRO SUPPLY CHAIN GROUP INC
1401 CREDITSTONE ROAD
CONCORD
ONTARIO L4K 4N7

BCeID:

Email: cjarvis@metroscg.com
Phone: 647 278 3313
Fax: 905 738 5227

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

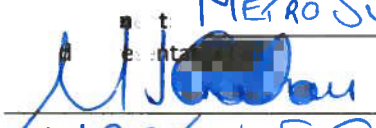
CORPORATION



METRO SUPPLY CHAIN GROUP INC

S

<http://www.cio.gov.bc.ca/>

METRO SUPPLY CHAIN GROUP INC

MARTIN S GRAHAM
PRESIDENT





From:

To: 912503877309

05/01/2012 13:50

#986 P.001/009

ContainerWorld

ContainerWorld Forwarding Services Inc.
16133 Blundell Road
Richmond, B.C. V6W 0A3
Tel: (604) 276-1300 Fax: (604) 276-1301

To : Procurement Services

Date : May 1, 2012

From : ContainerWorld Forwarding Services

Page : 1 of 9

Please find enclosed our Declaration of Interest to participate in the Distribution of Liquor Project.

If you do not receive all pages please contact the undersigned.

Thank you,

Wendy Hoppe
Office Manager
ContainerWorld Forwarding Services Inc.
Email: whoppe@containerworld.com
Tel: 604-276-1304



Appendix A
Declaration of Interest
Number: SATP-301

This Declaration of Interest and Acceptance of Terms of Reference ("Declaration") is intended to confirm which Proponents are interested in participating in the Distribution of Liquor Project, Negotiated Request for Proposals Number SATP-301 and to direct those Proponents to execute the Declaration required as a precondition to submitting a proposal.

Interested Proponents are invited to respond to this Declaration by submitting the form attached to this Appendix A entitled "Declaration of Interest and of Acceptance of Terms of Reference" as further directed in this Appendix A.

Proponents should deliver executed Declarations to the Province in accordance with section 2.1(xiv) of this Declaration.

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DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301**DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE****("Declaration")**

WHEREAS [legal name] ContainerWorld Forwarding Services Inc. ("Proponent") seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "**Designated Persons**") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"**BC Bid**" means the Province's Internet tendering notification and electronic bidding system;

"**Confidential Information**" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"**Conflict of Interest**" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

- 3 -

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, incumbency shall not, in itself, constitute an unfair advantage.

"Distribution of Liquor Project" and **"DLP"** means the disposition of the LDB's assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

"Distribution Services" means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

"Liquor Distribution Branch" or **"LDB"** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

"Ministry" means the Ministry of Energy and Mines.

"Province" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens' Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of "Contract A" or other tendering law duties or obligations.

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- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in:
(a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

- 5 -

- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP: (a) is the sole property of the Province and must be treated as confidential; (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract; (c) must not be disclosed without prior written authorization from the Province; and (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

- 6 -

Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third-parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT: ContainerWorld Forwarding

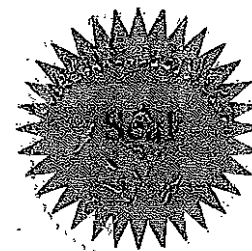
Print legal name of Proponent: Services Inc.

by its duly authorized representative(s):

Per:

Print Name: Mr. Dennis Christmas

Title: President



SCHEDULE A1 - DESIGNATED PERSONS

INITIALS

Ms. Harjeet Kaur
Director, Human Resources
Date Designated : May 1, 2012

SCHEDULE A1 - DESIGNATED PERSONS

INITIALS

Date Designated : May 1, 2012

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SCHEDULE A2 – REGISTRATION FORM

TO : The Province
FROM : Name of Proponent
RE : Distribution of Liquor Project

PROPONENT INFORMATION

1. The full legal name of the Proponent is:

ContainerWorld Forwarding Services Inc.

2. Any other relevant name under which the Proponent carries on business is:

ContainerWorld

3. The jurisdiction under which the Proponent is governed is:

British Columbia, Canada

4. The name, address, telephone, facsimile number, e-mail address and BCeID of the contact person for the Proponent is:

Mr. Brian Chipman

16133 Blundell Road, Richmond, B.C. V6W 0A3

Fax: 604-276-1301

Email: bchipman@containerworld.com

BCeID: S 15

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

Corporation



From:

To: 912503877309

05/07/2012 14:38

#001 P.001/003



ContainerWorld

ContainerWorld Forwarding Services Inc.
16133 Blundell Road
Richmond, B.C. V6W 0A3
Tel: (604) 276-1300 Fax: (604) 276-1301

To : Procurement Services

Date : May 7, 2012

From : ContainerWorld Forwarding Services

Page : 1 of 3

Please find enclosed an addition to our Schedule A1 – Designated Persons. We have also enclosed our original Schedule A1 with initials.

If you require any additional information please contact the undersigned.

Thank you,


Wendy Höppe
Office Manager
ContainerWorld Forwarding Services Inc.
Email: whoppe@containerworld.com
Tel: 604-276-1304

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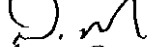
SCHEDULE A1 - DESIGNATED PERSONSNAMEINITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)


1. Name
Title

Aaron Christmas 
Director, Information Technology
Date Designated : May 7, 2012

2. Name :
Title :

Dan Miles 
Director, Warehouse Operations
Date Designated : May 7, 2012

3. Name
Title

Dennis Christmas 
President
Date Designated : May 7, 2012





4. Name :
Title :

Date Designated : _____

- 7 -

SCHEDULE A1 - DESIGNATED PERSONSNAMEINITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

- | | | | |
|----|---------------------------------|---|---|
| 1. | <u>Name</u>
<u>Title</u> | <u>Mr. Brian Chipman</u>
<u>General Manager</u>
Date Designated : <u>May 1, 2012</u> |  |
| 2. | <u>Name :</u>
<u>Title :</u> | <u>Mr. Gary Combrink</u>
<u>Director, Finance</u>
Date Designated : <u>May 1, 2012</u> |  |
| 3. | <u>Name</u>
<u>Title :</u> | <u>Mr. Peter Ilich</u>
<u>Director, Warehouse Administration & Risk Management</u>
Date Designated : <u>May 1, 2012</u> |  |
| 4. | <u>Name :</u>
<u>Title :</u> | <u>Ms. Harjeet Kaur</u>
<u>Director, Human Resources</u>
Date Designated : <u>May 1, 2012</u> |  |

Fax

To: Pelle Agerup, Senior Director
Ministry of Labour, Citizens' Services and
Open Government

From: Dimex Liquor Distribution Corp

Fax: 1-250-387-7309

Pages: 8 (including cover page)

Phone:

Date: May 4, 2012

Re: Declaration Of Interest And Acceptance Of
Terms Of Reference

CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Hi Pelle Agerup,

Please see attached signed Declaration Of Interest for the DLP process.

Please call me if you have any questions.

Regards,

Coco Chen

Dimex Group
Developement|Marketing|Management|Consulting
180 East 50th Ave, Vancouver, B.C. V5X 1A3
Business: 604-325-3030
Fax: 1-866-311-0974
Email: coco@dimexgroup.com

DIMEX
G R O U P

- 2 -

DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301**DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE****("Declaration")**

WHEREAS [legal name] Dimex Liquor Distribution Corp ("Proponent") seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "**Designated Persons**") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"BC Bid" means the Province's Internet tendering notification and electronic bidding system;

"**Confidential Information**" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"**Conflict of Interest**" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

- 3 -

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, incumbency shall not, in itself, constitute an unfair advantage.

"Distribution of Liquor Project" and **"DLP"** means the disposition of the LDB's assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

"Distribution Services" means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

"Liquor Distribution Branch" or **"LDB"** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

"Ministry" means the Ministry of Energy and Mines.

"Province" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens' Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of "Contract A" or other tendering law duties or obligations.

- 4 -

- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in:
(a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

- 5 -

- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP: (a) is the sole property of the Province and must be treated as confidential; (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract; (c) must not be disclosed without prior written authorization from the Province; and (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

- 6 -

Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third-parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

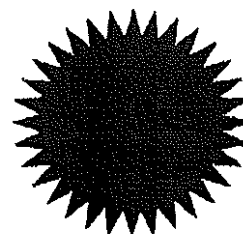
CORPORATE PROPONENT:

Print legal name of Proponent: Dimex Liquor Distribution Corp
by its duly authorized representative(s):

Per: [Signature]

Print Name: SUNDHIR S. DHILLON


Title: DIRECTOR



- 7 -

SCHEDULE A1 - DESIGNATED PERSONSNAMEINITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. Name : SUNAMER S. DHILLON 
Title : DIRECTOR
Date Designated : MAY-03-2012
2. Name : _____
Title : _____
Date Designated : _____
3. Name _____
Title _____
Date Designated : _____
4. Name : _____
Title : _____
Date Designated : _____

- 8 -

SCHEDULE A2 – REGISTRATION FORM

TO : The Province
FROM : Name of Proponent
RE : Distribution of Liquor Project

PROPONENT INFORMATION

1. The full legal name of the Proponent is:

Dimex Liquor Distribution Corp

2. Any other relevant name under which the Proponent carries on business is:

Dimex Group

3. The jurisdiction under which the Proponent is governed is:

British Columbia

4. The name, address, telephone, facsimile number, e-mail address and BCeID of the contact person for the Proponent is:

Sundhir Dhillon, 180 East 50th Ave, Vancouver, BC, V5X 1A3,
Tel: 604-307-1431 Fax: 1866-311 0974, Email: sunny@dimexgroup.com

BCeID: S 15

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

Corporation

www.exel.com

**FAX**Date: May 2, 2012

To:	Pelle Agerup, Senior Director	From:	Luana Boyd
Company:	British Columbia	Title:	Commercial Contract Analyst
Address:		Phone:	614-865-8288
		Fax:	614.865.8879
Phone		E-Mail:	luana.boyd@us.exel.com
Fax:	250 387-7309	No. of Pages:	9

SUBJECT: Appendix A Declaration of Interest No. SATP-301.

Attached is the Appendix A signed on behalf of Exel Canada Ltd.

Please contact Scott Lyons at Telephone: 905 366-7691, Mobile: 416 417-2537 with any questions. Thank you.

Please call if you do not receive all the pages.

Privileged and confidential information may be contained in this fax and is intended for the use of the addressee(s) only.
The unauthorized use, disclosure or copying of this fax is strictly prohibited.

Exel

570 Polaris Parkway, Westerville, OH 43082 USA

Received Time May. 2. 2012 1:33PM No. 4667



Appendix A
Declaration of Interest
Number: SATP-301

This Declaration of Interest and Acceptance of Terms of Reference ("Declaration") is intended to confirm which Proponents are interested in participating in the Distribution of Liquor Project, Negotiated Request for Proposals Number SATP-301 and to direct those Proponents to execute the Declaration required as a precondition to submitting a proposal.

Interested Proponents are invited to respond to this Declaration by submitting the form attached to this Appendix A entitled "Declaration of Interest and of Acceptance of Terms of Reference" as further directed in this Appendix A.

Proponents should deliver executed Declarations to the Province in accordance with section 2.1(xiv) of this Declaration.

- 2 -

DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301

DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE

("Declaration")

WHEREAS Exel Canada Ltd. ("Proponent") seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "Designated Persons") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"BC Bid" means the Province's Internet tendering notification and electronic bidding system;

"Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"Conflict of Interest" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

- 3 -

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, incumbency shall not, in itself, constitute an unfair advantage.

"Distribution of Liquor Project" and **"DLP"** means the disposition of the LDB's assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

"Distribution Services" means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

"Liquor Distribution Branch" or **"LDB"** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

"Ministry" means the Ministry of Energy and Mines.

"Province" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens' Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of "Contract A" or other tendering law duties or obligations.

- 4 -

- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in:
(a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

- 5 -

- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP: (a) is the sole property of the Province and must be treated as confidential; (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract; (c) must not be disclosed without prior written authorization from the Province; and (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

- 6 -

Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third-parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT:

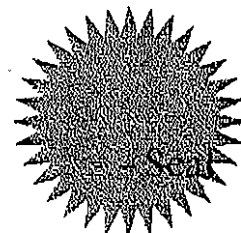
Print legal name of Proponent: EXEL CANADA LTD

by its duly authorized representative(s):

Per: [Signature]

Print Name: JOHN GILBERT

Title: CEO



- 7 -

SCHEDULE A1 - DESIGNATED PERSONSNAMEINITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. Name
Title

Scott Lyons *AS*
VP Business Development
Date Designated : May 1, 2012

2. Name :
Title :

Omer Rashid *OR*
Director, ILD
Date Designated : May 1, 2012

3. Name
Title

Date Designated : _____

4. Name :
Title :

Date Designated : _____

- 8 -

SCHEDULE A2 - REGISTRATION FORM

TO : The Province
FROM : Name of Proponent
RE : Distribution of Liquor Project

PROPONENT INFORMATION

1. The full legal name of the Proponent is:

Exel Canada Ltd.

2. Any other relevant name under which the Proponent carries on business is:

3. The jurisdiction under which the Proponent is governed is:

Ontario Canada

4. The name, address, telephone, facsimile number, e-mail address and BCeID of the contact person for the Proponent is:

Scott Lyons
90 Matheson Blvd. West, Suite 111, Mississauga, ON, L5R 3R3
905 366-7691 (office), 905 366-7701 (fax)
Scott.Lyons@exel.com

S 15

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

Corporation

SCHEDULE A1 - DESIGNATED PERSONS

NAME

INITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. Name
Title

MARSHALL AUSTIN 

Date Designated : MAY 31/2012

2. Name :
Title :

Date Designated : _____

3. Name
Title

Date Designated : _____

4. Name :
Title :

Date Designated : _____



Appendix A

Declaration of Interest

Number: SATP-301

This Declaration of Interest and Acceptance of Terms of Reference ("Declaration") is intended to confirm which Proponents are interested in participating in the Distribution of Liquor Project, Negotiated Request for Proposals Number SATP-301 and to direct those Proponents to execute the Declaration required as a precondition to submitting a proposal.

Interested Proponents are invited to respond to this Declaration by submitting the form attached to this Appendix A entitled "Declaration of Interest and of Acceptance of Terms of Reference" as further directed in this Appendix A.

Proponents should deliver executed Declarations to the Province in accordance with section 2.1(xiv) of this Declaration.

DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301

DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE

("Declaration")

WHEREAS [legal name] GL DISTRIUBUTION LTD seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "**Designated Persons**") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"BC Bid" means the Province's Internet tendering notification and electronic bidding system;

"Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"Conflict of Interest" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, incumbency shall not, in itself, constitute an unfair advantage.

“Distribution of Liquor Project” and **“DLP”** means the disposition of the LDB’s assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

“Distribution Services” means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

“Liquor Distribution Branch” or **“LDB”** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

“Ministry” means the Ministry of Energy and Mines.

“Province” means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens’ Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any “Contract A” based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of “Contract A” or other tendering law duties or obligations.

- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in:
(a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP: (a) is the sole property of the Province and must be treated as confidential; (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract; (c) must not be disclosed without prior written authorization from the Province; and (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third-parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT:

Print legal name of Proponent:

by its duly authorized representative(s):

Per:

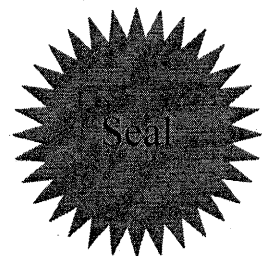
Print Name:

Porter Yang

Title:

President

GL DISTRIBUTION LTD.



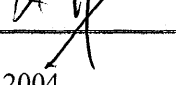
SCHEDULE A1 - DESIGNATED PERSONS

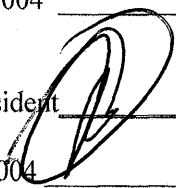
NAME

INITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. **Name**
 Title

 Porter Yang President 
 Date Designated : Nov , 2004 _____
2. **Name :**
 Title :

 Geoff Millman Vice President 
 Date Designated : Nov 2004 _____
3. **Name**
 Title

 James Xu CEO _____
 Date Designated : Nov 2004 _____
4. **Name :**
 Title :

 Date Designated : _____

SCHEDULE A2 – REGISTRATION FORM

TO : The Province
FROM : GL Distribution LTD.
RE : Distribution of Liquor Project

PROPONENT INFORMATION

1. The full legal name of the Proponent is:

GL Distribution LTD.

2. Any other relevant name under which the Proponent carries on business is:

3. The jurisdiction under which the Proponent is governed is:

Richmond, BC

4. The name, address, telephone, facsimile number, e-mail address and BCID of the contact person for the Proponent is:

Geoff Millman Vice President

604-278-1551

F 604-278-1559

Geoff@greenlightgroup.ca

BCeID:

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by

joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

Limited Company



Appendix A

Declaration of Interest

Number: SATP-301

This Declaration of Interest and Acceptance of Terms of Reference ("Declaration") is intended to confirm which Proponents are interested in participating in the Distribution of Liquor Project, Negotiated Request for Proposals Number SATP-301 and to direct those Proponents to execute the Declaration required as a precondition to submitting a proposal.

Interested Proponents are invited to respond to this Declaration by submitting the form attached to this Appendix A entitled "Declaration of Interest and of Acceptance of Terms of Reference" as further directed in this Appendix A.

Proponents should deliver executed Declarations to the Province in accordance with section 2.1(xiv) of this Declaration.

DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301

DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE

("Declaration")

WHEREAS [legal name] HILLEBRAND WESTLINK INC ("Proponent") seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "**Designated Persons**") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"BC Bid" means the Province's Internet tendering notification and electronic bidding system;

"Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"Conflict of Interest" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, incumbency shall not, in itself, constitute an unfair advantage.

“Distribution of Liquor Project” and **“DLP”** means the disposition of the LDB’s assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

“Distribution Services” means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

“Liquor Distribution Branch” or **“LDB”** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

“Ministry” means the Ministry of Energy and Mines.

“Province” means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens’ Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any “Contract A” based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of “Contract A” or other tendering law duties or obligations.

- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in:
(a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP: (a) is the sole property of the Province and must be treated as confidential; (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract; (c) must not be disclosed without prior written authorization from the Province; and (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third-parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

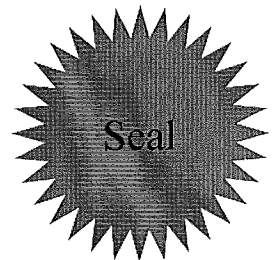
CORPORATE PROPONENT:

Print legal name of Proponent: HILLEBRAND WESTLINK INC
by its duly authorized representative(s):

Per: _____

Print Name: THOMAS BARFOED

Title: GENERAL MANAGER



SCHEDULE A1 - DESIGNATED PERSONS

NAME

INITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. **Name
Title**

THOMAS BARFORD / GENERAL MANAGER

Date Designated : May 10th 2012

2. **Name :
Title :**

PETER ABRAHAM / BOARD MEMBER

Date Designated : May 10th 2012

3. **Name
Title**

Date Designated : _____

4. **Name :
Title :**

Date Designated : _____

SCHEDULE A2 – REGISTRATION FORM

TO : The Province
FROM : Name of Proponent
RE : Distribution of Liquor Project

PROPONENT INFORMATION

1. The full legal name of the Proponent is:

HILLEBRAND WESTLINK INC

2. Any other relevant name under which the Proponent carries on business is:

3. The jurisdiction under which the Proponent is governed is:

BRITISH COLUMBIA

4. The name, address, telephone, facsimile number, e-mail address and BCeID of the contact person for the Proponent is:

HILLEBRAND WESTLINK INC
16062 PORTSIDE ROAD
RICHMOND V6W 1M1, BC
604-288-2031 / FAX 604-288-1391
THOMAS BARFOED / CELL 604 614 0092 / T.BARFOED@HILLEBRANDGROUP.COM

BCeID:

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

CORPORATION / 764422-1


SCHEDULE A1 - DESIGNATED PERSONS

NAME

INITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. Name
Title

THOMAS BARFORD / GENERAL MANAGER 

Date Designated : May 10th 2012

2. Name :
Title :

PETER ABRAHAM / BOARD MEMBER PA

Date Designated : May 10th 2012

3. Name
Title

Date Designated : _____

4. Name :
Title :

Date Designated : _____

APPENDIX B PROPOSAL SUBMISSION FORM

Letterhead or Proponent's name and address

Date

Ministry of Labour Citizens' Services and Open Government

c/o Reception Desk

2nd Floor, 563 Superior Street, Victoria, British Columbia, V8V 1T7

Attention: Pelle Agerup

Subject: Negotiated Request for Proposal for Proposal for the Distribution of Liquor
Project Procurement No. SATP-301 including any amendments (the "NRFP")

The enclosed Proposal is submitted in response to the above-referenced NRFP. Through submission of this Proposal, we confirm that we have carefully examined the NRFP documents including the information relating to material disclosures and have a clear and comprehensive knowledge of the required services and agree to the evaluation and negotiation process as described in the NRFP and the NRFP process terms as described in the Declaration.

We represent and warrant that to the best of our knowledge all of the information contained in the Proposal is true and accurate.

We acknowledge and agree that:

- (a) the NRFP process will be governed by the Declaration;
- (b) our pricing information is submitted in the form prescribed by the NRFP;
- (c) inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the evaluation, ranking or contract award process under the NRFP;
- (d) engaging in any Conflict of Interest activity or breaching the confidentiality provisions of the Conflict of Interest Declaration may result in our disqualification from the NRFP process;
- (e) The Province make no representation, warranty or guarantee as to the accuracy of the information contained in the NRFP, the Service Bundles or any addenda;
- (f) We have read and understand all addenda issued by the Province prior to submitting this Proposal;
- (g) any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal; and

(h) the Province may disclose, on a confidential basis, the information contained in this Proposal to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

We acknowledge that the enclosed Schedule "A" Conflict of Interest Declaration has been prepared in accordance with the prescribed instructions.

Yours truly,



Name: THOMAS BARFOED

Executed under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT:

Print name of Proponent: HILLEBRAND WESTLINK INC

by its duly authorized representative(s):

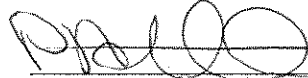
Per:



Print Name: THOMAS BARFOED

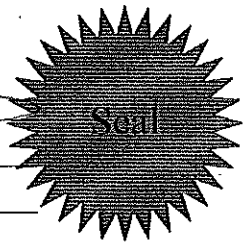
Title: GENERAL MANAGER

Per:



Print Name: PETER ABRAHAM

Title: PRESIDENT



WHERE PROPONENT(S) IS (ARE) INDIVIDUALS:
SIGNED, SEALED and DELIVERED in the presence
of:

Signature

Print Name

Address

Occupation

Signature of Proponent:

Print name of
Proponent:

Signature of Proponent:

Print name of
Proponent:



Schedule "A"

CONFLICT OF INTEREST DECLARATION

"Conflict of Interest" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to information in the preparation of its Proposal that is confidential to the Province and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in the NRFP process); and (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive.

- 1.1 If the box below is left blank, the Proponent will be deemed to declare that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the NRFP. Otherwise, if the statement below applies, check the box.

☐

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the NRFP.

- 1.2 If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

PTA AB

**HOPEWELL DISTRIBUTION SERVICES INC.**

FACSIMILE TRANSMITTAL SHEET

To:	Pelle Agerup	From:	Patrick Mac Ginnis
Co:	Procurement Services-NRFP	Co:	Hopewell Distribution Services Inc.
Fax:	1-250-387-7309	Fax:	403-262-8878 or 905-458-6684
Pages:	8	Phone:	905-789-5701
Subject:	Declaration of Interest	Date:	May 7, 2012

This message is intended only for the use of the individual to which it is addressed and may contain information that is privileged and confidential. If you are not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone.

Comments:

- 2 -

DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301**DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE****("Declaration")**

WHEREAS Hopewell Distribution Services Inc ("Proponent") seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "Designated Persons") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"BC Bid" means the Province's Internet tendering notification and electronic bidding system;

"Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"Conflict of Interest" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

- 3 -

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, Incumbency shall not, in itself, constitute an unfair advantage.

"Distribution of Liquor Project" and **"DLP"** means the disposition of the LDB's assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

"Distribution Services" means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

"Liquor Distribution Branch" or **"LDB"** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

"Ministry" means the Ministry of Energy and Mines.

"Province" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens' Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of "Contract A" or other tendering law duties or obligations.

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- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in:
(a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any conflict of interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

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- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP:
 - (a) is the sole property of the Province and must be treated as confidential;
 - (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract;
 - (c) must not be disclosed without prior written authorization from the Province; and
 - (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

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Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT: Hopewell Distribution Services Inc.

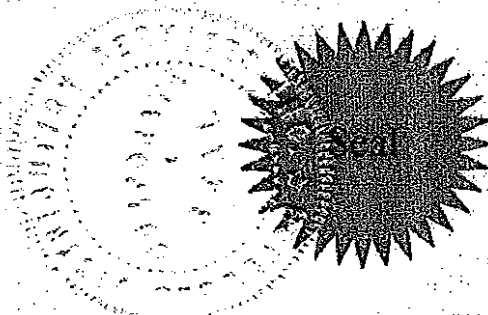
Print legal name of Proponent:

by its duly authorized representative(s):

Per:

Print Name: Patrick Mac Ginnis

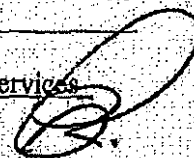
Title: President



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SCHEDULE A1 - DESIGNATED PERSONS**NAME****INITIALS**

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. **Name
Title**Patrick Mac Ginnis, PresidentDate Designated : May 7th., 20122. **Name :
Title :**Robert deRyk, Senior Vice PresidentDate Designated : May 7th., 20123. **Name
Title**Geoffrey Benic, Vice President, Retail ServicesDate Designated : May 7th., 20124. **Name :
Title :**Greg Rossi, Director of EngineeringDate Designated : May 7th., 2012

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SCHEDULE A2 – REGISTRATION FORM

TO : The Province
FROM : Hopewell Distribution Services Inc
RE : Distribution of Liquor Project

PROPOSER INFORMATION

1. The full legal name of the Proponent is:

Hopewell Distribution Services Inc.

2. Any other relevant name under which the Proponent carries on business is:

Hopewell Group of Companies

3. The Jurisdiction under which the Proponent is governed is:

Canada

4. The name, address, telephone, facsimile number, e-mail address and BCeID of the contact person for the Proponent is:

Patrick Mac Ginnis

255 Chrysler Drive, Suite A, 255 Chrysler Drive, Brampton, ON L6S 6C8

Fax: 905.458.6684

patmac@hoplog.com

BCeID:

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

Corporation Incorporated pursuant to the laws of Canada



Appendix A

Declaration of Interest

Number: SATP-301

This Declaration of Interest and Acceptance of Terms of Reference ("Declaration") is intended to confirm which Proponents are interested in participating in the Distribution of Liquor Project, Negotiated Request for Proposals Number SATP-301 and to direct those Proponents to execute the Declaration required as a precondition to submitting a proposal.

Interested Proponents are invited to respond to this Declaration by submitting the form attached to this Appendix A entitled "Declaration of Interest and of Acceptance of Terms of Reference" as further directed in this Appendix A.

Proponents should deliver executed Declarations to the Province in accordance with section 2.1(xiv) of this Declaration.

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DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301**DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE****("Declaration")**

WHEREAS [legal name] Kuehne + Nagel Ltd. ("Proponent") seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "Designated Persons") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"BC Bid" means the Province's Internet tendering notification and electronic bidding system;

"Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"Conflict of Interest" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

- 3 -

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, incumbency shall not, in itself, constitute an unfair advantage.

"Distribution of Liquor Project" and **"DLP"** means the disposition of the LDB's assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

"Distribution Services" means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

"Liquor Distribution Branch" or **"LDB"** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

"Ministry" means the Ministry of Energy and Mines.

"Province" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens' Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of "Contract A" or other tendering law duties or obligations.

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- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in:
(a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

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- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

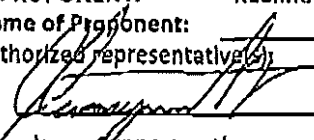
- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP:
 - (a) is the sole property of the Province and must be treated as confidential;
 - (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract;
 - (c) must not be disclosed without prior written authorization from the Province; and
 - (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

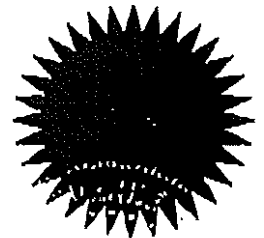
- 6 -

Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third-parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT: Kuehne + Nagel International Ltd.
Print legal name of Proponent:
by its duly authorized representative(s)
Per: 
Print Name: Jason Cunneyworth
Title: Vice-President, Contract Logistics



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SCHEDULE A1 - DESIGNATED PERSONSNAMEINITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

- | | | |
|----|-------------------|---|
| 1. | Name
Title | <u>Jason Cunneynworth</u>
<u>Vice-President Contract Logistics</u>
Date Designated: <u>May 4, 2012</u> |
| 2. | Name :
Title : | <u>James Markwart</u>
<u>Distribution Center Manager Vancouver</u>
Date Designated: <u>May 4, 2012</u> |
| 3. | Name
Title | <u>Kim Maguire</u>
<u>Vice-President Sales & Marketing</u>
Date Designated: <u>May 4, 2012</u> |
| 4. | Name :
Title : | <u>Craig Frank</u>
<u>National Business Development Manager</u>
Date Designated: <u>MAY 4, 2012</u> |
| 5. | Name :
Title : | <u>Chris Kovacs</u>
<u>Director, Solution Design & Implementation</u>
Date Designated: <u>MAY 4, 2012</u> |

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SCHEDULE A2 - REGISTRATION FORM

TO : The Province of British Columbia
FROM : Kuehne + Nagel Ltd.
RE : Distribution of Liquor Project

PROPOSER INFORMATION

1. The full legal name of the Proponent is:

Kuehne + Nagel International Ltd

2. Any other relevant name under which the Proponent carries on business is:

Kuehne + Nagel

3. The jurisdiction under which the Proponent is governed is:

Federal

4. The name, address, telephone, facsimile number, e-mail address and BCeID of the contact person for the Proponent is:

Jason Cunneyworth
Kuehne + Nagel Ltd.
77 Foster Crescent
Mississauga, Ontario
Canada L5R 0K1
Tel: (905) 502-7776, ext. 2030
Fax: (289) 374-1000
Email: Jason.cunneyworth@kuehne-nagel.com

BCeID: S 15

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

Corporation



FAX

To: Ministry of Energy and Mines
From: John Ellis – Schenker of Canada
Date: May 7, 2012
Regarding: Declaration of Interest SATP - 301

Please find attached our signed Declaration of Interest to be included in the Informational meeting to be held at your offices at 3200 East Broadway on May 10 at 0900.

We would be pleased to attend.

If possible I would like to bring with me two colleagues;
- Moninder Brar and Fernando Villagran

Thank you

John Ellis



Schenker of Canada Limited
Suite 3A – 1030 West Georgia Street
Vancouver, BC V6E 2Y3
Phone (604) 620-4788
Fax (778) 705-6004
Toll Free 000-401-3686
www.dbschenker.com/ca



Appendix A
Declaration of Interest
Number: SATP-301

This Declaration of Interest and Acceptance of Terms of Reference ("Declaration") is intended to confirm which Proponents are interested in participating in the Distribution of Liquor Project, Negotiated Request for Proposals Number SATP-301 and to direct those Proponents to execute the Declaration required as a precondition to submitting a proposal.

Interested Proponents are invited to respond to this Declaration by submitting the form attached to this Appendix A entitled "Declaration of Interest and of Acceptance of Terms of Reference" as further directed in this Appendix A.

Proponents should deliver executed Declarations to the Province in accordance with section 2.1(xlv) of this Declaration.

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DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301**DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE****("Declaration")**

WHEREAS Schenker of Canada Limited ("Proponent") seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "Designated Persons") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"BC Bid" means the Province's Internet tendering notification and electronic bidding system;

"Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"Conflict of Interest" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

- 3 -

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, incumbency shall not, in itself, constitute an unfair advantage.

"Distribution of Liquor Project" and **"DLP"** means the disposition of the LDB's assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

"Distribution Services" means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

"Liquor Distribution Branch" or **"LDB"** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

"Ministry" means the Ministry of Energy and Mines.

"Province" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens' Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or Intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of "Contract A" or other tendering law duties or obligations.

- 4 -

- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in:
(a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

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- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP: (a) is the sole property of the Province and must be treated as confidential; (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract; (c) must not be disclosed without prior written authorization from the Province; and (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate Injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

- 6 -

Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third-parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT: Schenker of Canada Limited

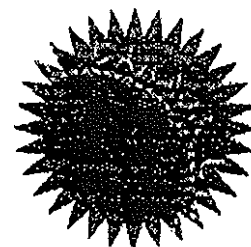
Print legal name of Proponent: _____

by its duly authorized representative(s):

Per: _____

Print Name: James Montague

Title: Senior Vice President, Finance



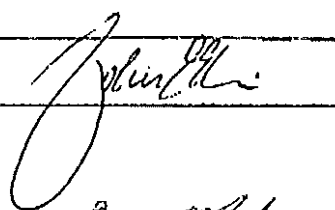
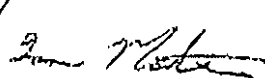
- 7 -

SCHEDULE A1 - DESIGNATED PERSONSNAMEINITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. Name
TitleJohn Ellis

Date Designated :


May 7/12
2. Name ;
Title :Jan Morton

Date Designated :

May 4/123. Name
TitleMoninder Brar

Date Designated :

May 4/124. Name :
Title :FERNANDO VILLAGRAN

Date Designated :

May 7th/2012

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SCHEDULE A2 – REGISTRATION FORM

TO : The Province
FROM : Name of Proponent
RE : Distribution of Liquor Project

PROPOSER INFORMATION

1. The full legal name of the Proponent is:

Schenker of Canada Limited
Schenker

2. Any other relevant name under which the Proponent carries on business is:

DB Schenker

3. The jurisdiction under which the Proponent is governed is:

Canada

4. The name, address, telephone, facsimile number, e-mail address and BCeID of the contact person for the Proponent is:

Mr. John Ellis

Schenker of Canada Limited
3A – 1030 West Georgia Street.
Vancouver, BC V6E 2Y3

Direct Line: (604) 628-4740

Cell: (604) 315-0877

Fax: (604) 484-3961

E-mail: john.ellis@dbschenker.com

BCeID: S 15

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

Corporation



Swanson Distributing Ltd
4763 Bowness Ave
Powell River, B.C. V8A 3S4
(604) 485-7307

Procurement Services
c/o Reception Desk
2nd Floor, 563 Superior Street
Victoria, B.C. V8V 1T7

May 7, 2012

Fax # (250) 387-7309

Dear Sir/Madam:

Please accept our application for Proposals SATP-301, Declaration of Interest and Acceptance of Terms of Reference.

We would appreciate confirmation and a phone number where we can follow up on this application.

Yours truly,



M. Swanson

President



Appendix A

Declaration of Interest

Number: SATP-301

This Declaration of Interest and Acceptance of Terms of Reference ("Declaration") is intended to confirm which Proponents are interested in participating in the Distribution of Liquor Project, Negotiated Request for Proposals Number SATP-301 and to direct those Proponents to execute the Declaration required as a precondition to submitting a proposal.

Interested Proponents are invited to respond to this Declaration by submitting the form attached to this Appendix A entitled "Declaration of Interest and of Acceptance of Terms of Reference" as further directed in this Appendix A.

Proponents should deliver executed Declarations to the Province in accordance with section 2.1(xiv) of this Declaration.

DISTRIBUTION OF LIQUOR PROJECT - NEGOTIATED REQUEST FOR PROPOSALS SATP-301

DECLARATION OF INTEREST AND ACCEPTANCE OF TERMS OF REFERENCE

("Declaration")

WHEREAS [legal name] SWANSON DISTRIBUTING LTD. ("Proponent") seeks to declare its intention to respond to the forthcoming Distribution of Liquor Project Procurement Negotiated Request for Proposals ("the NRFP");

AND WHEREAS such terms shall form an integral part of the NRFP process;

AND WHEREAS in connection with the NRFP process (including but not limited to the Province's virtual documents room) the Proponent, its contractors and the individual persons designated on Schedule A1 (Designated Persons) to this Declaration (the "Designated Persons") have received, could receive or will receive access to certain Confidential Information;

NOW THEREFORE the Proponent hereby declares as follows:

1. Definitions

When used in this Declaration, the following terms shall have the following meanings:

"BC Bid" means the Province's Internet tendering notification and electronic bidding system;

"Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, whether or not marked or indicated as being confidential information and including, without limitation, any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how of the Province, the Ministry or the LDB, but for greater certainty excludes information that: (i) at the time of disclosure is in the public domain; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the Proponent; (iii) was in the possession of the Proponent at the time of disclosure to them, and was not the subject of a pre-existing confidentiality obligation; or (iv) was independently developed by the Proponent without the use of any of the Confidential Information and separate and apart from the NRFP process.

"Conflict of Interest" means that, in relation to the NRFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to Confidential Information of the Province, the Ministry or the LDB in the preparation of its proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the NRFP process (including but not limited to the lobbying of decision makers involved in

the NRFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process or render that process non-competitive. For greater certainty, incumbency shall not, in itself, constitute an unfair advantage.

"Distribution of Liquor Project" and **"DLP"** means the disposition of the LDB's assets and services pursuant to this NRFP, as more particularly described in the NRFP documentation posted on BC Bid.

"Distribution Services" means the warehouse and wholesale distribution services that the Selected Proponent will deliver to the LDB, as more particularly described in the NRFP documentation posted on BC Bid.

"Liquor Distribution Branch" or **"LDB"** means the branch of the Ministry that operates a British Columbia-wide retail/wholesale beverage alcohol business, within a mixed public-private model.

"Ministry" means the Ministry of Energy and Mines.

"Province" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Labour, Citizens' Services and Open Government, who is conducting the DLP procurement on behalf of the the Ministry and the LDB.

2. NRFP Process Terms of Reference

2.1 Process Rules

The Proponent hereby acknowledges and agrees that:

- (i) It is interested in participating in the forthcoming NRFP and seeks to obtain further information with respect to the specific services identified as Schedule A to this Declaration solely for the good faith purpose of considering whether and how to respond to the NRFP. The Province reserves the right at any time to seek further information from a Proponent with respect to its status or intent as a Proponent, and to disqualify a Proponent who it deems in its sole discretion has participated in the NRFP for an improper purpose or in bad faith.
- (ii) The NRFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the NRFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal or any other claims based on a breach of "Contract A" or other tendering law duties or obligations.

- (iii) The NRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Province by the NRFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- (iv) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- (v) The Province may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (vi) When evaluating proposals, the Province may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The Province may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.
- (vii) The Province will be under no obligation to disqualify or reject a proposal or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its proposal at any stage during the NRFP process.
- (viii) The Proponent and the Province will bear their own costs associated with or incurred through the NRFP process, including any costs arising out of or incurred in:
(a) the preparation and issuance of the NRFP; (b) the preparation and submission of a proposal; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the NRFP process.
- (ix) The Province's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Province and such other reference checks as the Province deems appropriate.
- (x) Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of this Declaration may result in the Proponent's disqualification from the NRFP process at the Province's sole discretion.
- (xi) The Proponent may not at any time directly or indirectly communicate with the media in relation to the NRFP or any contract awarded pursuant to the NRFP without first obtaining the written permission of the Province.
- (xii) The Province shall not return the proposal or any accompanying documentation submitted by the Proponent unless that proposal is formally withdrawn by the Proponent prior to the proposal submission deadline.

- (xiii) The Province may amend or cancel the NRFP process or any stage, portion, component or element thereof without liability at any time.
- (xiv) This Declaration must be executed and delivered by the Proponent by signing a copy of this Declaration (including a photocopy or faxed copy) and delivering the signed copy to the Province by facsimile at (250) 387-7309, or by delivering by courier or hand the originally signed Declaration to the Province at the following location:

Procurement Services
c/o Reception Desk,
2nd Floor, 563 Superior Street,
Victoria, BC V8V 1T7

Contact Person: Pelle Agerup, Senior Director

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit the Province in conducting the contemplated procurement process.

2.2 Confidentiality

The Proponent hereby acknowledges and agrees that:

- (i) The Province may make public the name of the Proponent.
- (ii) All Confidential Information provided by or obtained from the Province in any form in connection with the NRFP process either before or after the issuance of the NRFP: (a) is the sole property of the Province and must be treated as confidential; (b) is not to be used for any purpose other than those contemplated under the NRFP and the performance of any subsequent contract; (c) must not be disclosed without prior written authorization from the Province; and (d) shall be returned by the Proponent to the Province immediately upon the request of the Province.
- (iii) The Confidential Information is the confidential, proprietary and trade secret information of the Province and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Province for which the Province would have no adequate remedy at law. Therefore, the Province will have the right, in addition to any other rights the Province may have at law or in equity, to seek immediate injunctive relief enjoining any breach or potential breach of this Declaration by the Proponent.
- (iv) Each Designated Person has been shown and has read a copy of this Declaration, as indicated by the initials of each Designated Person on the attached Schedule A1. The Proponent agrees to cause the Designated Persons to comply with the provisions of this Declaration, and the provisions of the NRFP dealing with the treatment of Confidential Information, including Appendix J to the NRFP entitled "VDR Guidelines and VDR Documentation". Any failure of the Designated Persons to comply with the foregoing provisions will be deemed to be a failure of the

Proponent and the Proponent will be liable to the Province in respect thereof.

- (v) In order to obtain certain background information relevant to the NRFP and to the preparation of proposals, the Proponent may be required to enter into additional non-disclosure arrangements, including non-disclosure arrangements with third-parties. The execution of such non-disclosure arrangements may form a further condition to obtaining relevant background information and to submitting a proposal.
- (vi) Information provided by the Proponent in a proposal or otherwise through the NRFP process, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- (vii) The Province is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and may be required to disclose Proponent information in their custody or control. Disclosure pursuant to a FOIPPA request is subject to the application of that statute, including the exception and third party notification provisions. For information on FOIPPA see <http://www.cio.gov.bc.ca/>
- (viii) The Proponent will obtain written consents for any personal information contained in its proposal prior to submitting any such information to the Province, and will produce such written consents to the Province upon request.
- (ix) The Province may disclose, on a confidential basis, the information contained in the Proponent's proposal or otherwise provided to the Province through the NRFP process, to the Province's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.
- (x) This Declaration will not prevent the Proponent from disclosing Confidential Information required to be disclosed by law or by order of a court or tribunal so long as the Proponent provides the Province with prompt written notice of such requirement and takes steps sufficient to allow the Province an opportunity to object to such disclosure. Any such disclosure will only be to the extent legally required and not for any other purpose.

Executed under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT:

Print legal name of Proponent: SWANSON DISTRIBUTING LTD.

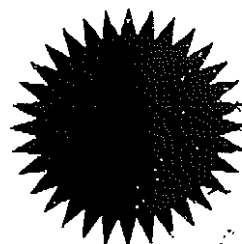
by its duly authorized representative(s):

Per: _____

Print Name: _____

Title: _____

H. Swanson
H. SWANSON
PRESIDENT



SCHEDULE A1 - DESIGNATED PERSONS

NAME

INITIALS

(For the purpose of acknowledging that the Designated Person has read and understands the restrictions contained in the Declaration)

1. **Name**
 Title

_____ M. SWANSON _____

Date Designated : _____ MAY 7 / 12 _____

2. **Name :**
 Title :

Date Designated : _____

3. **Name**
 Title

Date Designated : _____

4. **Name :**
 Title :

Date Designated : _____

SCHEDULE A2 - REGISTRATION FORM

TO : The Province
FROM : Name of Proponent
RE : Distribution of Liquor Project

PROPONENT INFORMATION

1. The full legal name of the Proponent is:

SWANSON DISTRIBUTING LTD

2. Any other relevant name under which the Proponent carries on business is:

3. The jurisdiction under which the Proponent is governed is:

POWELL RIVER AND THE PROVINCE OF BRITISH COLUMBIA

4. The name, address, telephone, facsimile number, e-mail address and BCeID of the contact person for the Proponent is:

M. SWANSON
4763 BOWNESS AVE, POWELL RVR, B.C. V8A 3S4
604-485-7307 EMAIL jam.swanson@shaw.ca

BCeID:

5. Proposals should be submitted by a single legal entity that will act as the prime Proponent and main contact to the Province in respect of the NRFP process and for the purposes of performing any awarded Master Agreement. For greater certainty, Proposals should not be submitted by joint ventures. Please state whether the Proponent is a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

A COOPERATION