

# Request for Proposal Okanagan Lake New Crossing Services Addendum Four

## Amendments to RFP

### 1. Table of Contents

Delete and replace the heading of 3.9 with “Land for the Concession Highway”

After “FORMS:”, delete “[to follow]” and replace with the following:

“Form A	:	Proposal Form
Form B	:	Contact Details and RFP Proponent Form
Form C	:	Relationship Disclosure Form
Form D	:	Letter of Availability”

### 2. Summary of Key Information

Delete the table and replace the table with the following:

<b>RFP Title</b>	<b>REQUEST FOR PROPOSALS, Okanagan Lake New Crossing Services</b> Use the above title on all correspondence
<b>Contact Person</b>	<b>Jeff Good</b> Project Liaison Officer Partnerships British Columbia Inc. Suite 1250 — 999 West Hastings Street Vancouver, British Columbia V6C 2W2  Email Address: jeff.good@partnershipbc.ca Fax Number: (250) 356 2222
<b>Meetings with RFP Proponents See Section 5.5</b>	Scheduled for June-November, 2004, subject to change.
<b>Return of Proposal Agreement to Contact Person See Section 4.5</b>	September 22, 2004
<b>Form B and Form C Submission Time See Section 6.3(a)</b>	2:00 p.m. Pacific Time on November 15, 2004.

<b>Technical Proposal Submission Time</b> See Section 6.3(b)	2:00 p.m. Pacific Time on December 1, 2004.
<b>Commercial Proposal Submission Time</b> See Section 6.3(b)	2:00 p.m. Pacific Time on December 13, 2004.
<b>Submission Location</b> See Section 6.1	Partnership British Columbia Inc. Suite 1250-999 West Hastings Street Vancouver, British Columbia V6C 2W2
<b>Document Viewing</b> See Section 6.5	Data Room (Restricted Area)

**3. Section 2.2**

Replace “conststructed” in line 1 of the first paragraph with “constructed”.

Replace “Payment Mechanism” in the second and the penultimate paragraphs with “Performance Payments”.

Replace “New Crossing Services” in the third paragraph with “the Services”.

**4. Section 3.3.1**

Delete the first paragraph “The underlying principle ... components are:” and replace with the following:

“The underlying principle in the development of the Performance Payments provisions is to achieve the objectives of the Province in an efficient and effective manner. The approach used in the Project is to compensate the Concessionaire based on Services provided rather than specifying how the Service is delivered. A detailed description of the Performance Payments is provided in Schedule 10 attached to the Definitive Concession Agreement. The Performance Payments have been designed so that their components are:”

**5. Section 3.3.2**

In paragraph (b), replace “is” appearing after “Westside Works” with “are”.

Delete “The Province recognizes ... same objectives” appearing after Section 3.3.2(b) in Section 3.3.2 and replace with the following:

“The Province recognizes the different service levels with respect to the two periods and intends to compensate the Concessionaire accordingly. The

proportion of payments with respect to each period is summarized in the following table:

<b>Description</b>	<b>Indicative % of NPV of Total Payments over the Term</b>
1. Original Service Performance Payments	
Gross Original Service Performance Payments	1-3%
2. Enhanced Service Performance Payments, comprising:	
Gross Lane Availability Payments	60-70%
Traffic Volume Payments	25-30%
Safety Performance Payments	3%
Users Satisfaction Payment	0.5-1%
3. End of Term Payment	1-3%

RFP Proponents are required to submit a payment schedule that conforms to Section 2 of Schedule One. However, during this RFP stage, RFP Proponents will be given the opportunity to propose variations to the Performance Payments provisions that achieve the same objectives.”

**6. Section 3.3.3**

Delete this Section and replace with the following:

“3.3.3 Original Service Performance Payments

The Province will pay pre-determined fixed amounts, the Gross Original Service Performance Payments, during the Original Service Period to encourage efficient operation and maintenance of the Existing Bridge and to minimize construction disruption. These payments will be subject to unavailability deductions and performance deductions if the Concessionaire fails to meet the minimum performance requirements for the operation, maintenance and availability of the Existing Bridge.”

**7. Section 3.3.4**

Replace the heading with “Enhanced Service Performance Payments”.

**8. Section 3.3.4**

Delete Section 3.3.4(a) and replace with the following:

“(a) Gross Lane Availability Payments

The Concessionaire will receive pre-determined fixed amounts, the Gross Lane Availability Payment, in accordance with the Concession Agreement for providing available lanes on the Concession Highway, which meet the requirements for the Project. The Concessionaire is encouraged to maximize lane availability, particularly during periods of high traffic volumes.

The Concessionaire is encouraged to schedule operations and maintenance, and asset rehabilitation, in periods to minimize traffic disruptions. In addition, the Concessionaire is encouraged to respond in a timely manner to unscheduled events such as breakdowns and accidents as efficiently as possible to maximize lane availability.

The Gross Lane Availability Payments will be reduced if the Concessionaire fails to meet the performance specifications with regards to the operations, maintenance and asset rehabilitation of the Concession Highway or if the Concession Highway is deemed to be unavailable for a period of time.”

**9. Section 3.3.4**

In Section 3.3.4(c), replace “Concession Highway Land” with “Concession Highway” wherever it appears.

**10. Section 3.3.4**

Delete Section 3.3.4(d) and replace with the following:

“(d) Users Satisfaction Payment

One of the goals for the Ministry of Transportation as stated in their service plan, is to achieve excellence in service to users. A small portion of the payments will be made in relation to the satisfaction of the Services provided to users measured through surveys to encourage the Concessionaire to optimize the service levels.”

**11. Section 3.3.5**

Delete the second paragraph and replace with the following:

“The Concessionaire will receive an End of Term Payment at the end of the Term, which is directly linked to the asset condition of the Concession Highway at the end of the Term. The Concessionaire will receive the full Gross End of Term Payment at the end of the Term, if an independent asset report concludes that the asset meets the pre-determined asset condition requirements. If the asset condition requirements are not achieved, the Gross End of Term Payment will be subject to deductions to reflect the differences between the actual asset condition

versus the pre-specified asset condition. The End of Term Payment may be modified by negotiations or extensions or other commercial arrangements.”

**12. Section 3.3.6**

Delete paragraphs (a) and (b) and replace with the following:

- “(a) the Concessionaire does not achieve completion of the New Crossing and the Decommissioning by the date specified in the Concession Agreement;  
or
- (b) the assets on the Concession Highway do not meet the pre-determined asset condition requirements.”

**13. Section 3.6**

Replace “End of Term” with “end of the Term”, and replace “Draft Concession Agreement” with “Definitive Concession Agreement”.

**14. Section 3.7**

Replace “:” at the end of the first paragraph with “.”

Replace “the Project” appearing at the end of the second paragraph with “the Services and the undertaking of the Project”.

In the third paragraph, replace “Draft Concession Agreement” with “Definitive Concession Agreement”.

**15. Section 3.8**

Delete and replace with the following:

“Certain work may periodically be performed by others within or near the Concession Highway during the Term. The Concessionaire will co-operate fully with others working within or near the Concession Highway with respect to:

- (a) causeway fill and preload (if not complete);
- (b) Westside Works; and
- (c) utilities work.

More details on the status and timing of the work by others can be found in the Definitive Concession Agreement.”

**16. Section 3.9**

Replace the heading with “Land for the Concession Highway”.

**17. Section 4.1**

In paragraph (e), replace “Project Document” with “Project Documents”.

Delete the RFP Timetable and replace with the following:

<b>Selection Process</b>	<b>Anticipated Date</b>
REOI	Completed
RFQ	Completed
RFQ Response Submission	Completed
Issue this RFP	Completed
Issue Draft Concession Agreement	June 2004
Receive Feedback from RFP Proponents on Proposed Preload	October 15, 2004
Receive Requests for Clarification and Requested Amendments from RFP Proponents on Draft Concession agreement	July 19, 2004
Meetings with RFP Proponents	June to November, 2004
Issue Revised Concession Agreement	August 2004
Receive Requested Amendments from RFP Proponents on Revised Concession agreement	September 20, 2004
Return of Proposal Agreement to Contact Person	September 22, 2004
Issue Definitive Concession Agreement	October 2004
Form B and Form C Submission Time	2:00 p.m. Pacific Time, November 15, 2004
Technical Proposal Submission Time	2:00 p.m. Pacific Time, December 1, 2004
Commercial Proposal Submission Time	2:00 p.m. Pacific Time, December 13, 2004

<b>Selection Process</b>	<b>Anticipated Date</b>
Determine Selected Proponent or BAFO Proponents	January, 2005
Issue Instructions for BAFO	January, 2005
Determine Selected Proponent after BAFO	March, 2005

**18. Section 4.2**

In paragraph (b), replace “the execution of a Concession Agreement by the Preferred Proponent” with “the later of the execution of a Concession Agreement by the Selected Proponent or Financial Close”.

**19. Section 4.5**

Delete and replace with the following:

“Provided that an RFP Proponent has executed and returned to the Province the Proposal Agreement, then the Province will pay to that RFP Proponent:

- (a) A \$300,000 RFP Stipend if it is not selected to proceed to the BAFO stage or if it is not selected as the Selected Proponent if the Province decides not to proceed to the BAFO stage, as the case may be; and
- (b) A \$700,000 BAFO Stipend if it is not the Selected Proponent after the BAFO stage.

The Proposal Agreement sets out the conditions and the Province’s commitment to pay either an RFP Stipend or a BAFO Stipend under other circumstances. RFP Proponents are requested to return duly completed and executed Proposal Agreements to the Contact Person on or before September 22, 2004.”

**20. Section 5**

In the second sentence, insert “the Proposal Agreement,” before “the RFP Proposal Form”.

**21. Section 5.1**

Insert the following after paragraph (b):

“(b.1) issuance of the Proposal Agreement;”

Insert the following after paragraph (e):

- “(e.1) submission of written comments on the Revised Concession Agreement;
- (e.2) issuance of the Definitive Concession Agreement;”

**22. Section 5.5**

In paragraph (a), after “the Draft Concession Agreement” insert “or the Revised Concession Agreement”.

**23. Section 5.7**

In paragraph (a), replace “proposal” with “Proposal”.

In paragraph (b), delete “set out in Schedule One”.

In paragraph (c), delete “set out in Schedule Three”.

Delete paragraph (d) and replace with the following:

- “(d) conforming with the provisions of Schedule 10 to the Definitive Concession Agreement;”

**24. Section 5.8**

In the second paragraph, replace “Payment Mechanisms” with “Performance Payment”.

**25. Section 5.8.1**

Delete paragraph (a) and replace with the following:

- “(a) performance characteristics that do not meet the minimum service requirements as defined in the Construction Output Specifications, the O&M Output Specifications, the Communications Output Specifications, the Traffic Management Output Specifications and Schedule 6 Part 1 in the Definitive Concession Agreement;”

In paragraph (c), replace “Design or Construction” with “design or construction”.

**26. Section 5.8.2**

In the first paragraph, insert “the Technical” before “Proposals”.

In the last sentence of the fifth paragraph, insert “proposed” before “Alternate Proposals”.

Replace the first sentence of the last paragraph with the following:



“RFP Proponents should indicate in any submission of proposed Alternate Proposals which aspects of those proposed Alternate Proposals they consider proprietary.”

**27. Section 6.1**

In the last sentence of the penultimate paragraph, replace “her” with “his”.

**28. Section 6.2.1**

Delete paragraphs (f), (g) and (h) and replace with the following:

- “(f) be clearly marked “Okanagan Lake New Crossing Services Proposal”; and
- (h) contain Package 1, Package 2, and Package 3, that are clearly labelled as such.

Each Proposal must be received at the Submission Location:

- (i) in the case of Package 1 and the Technical Proposal, before the Technical Proposal Submission Time; and
- (ii) in the case of the Commercial Proposal, before the Commercial Proposal Submission Time.”

**29. Section 6.2.2**

In line 1 of the first paragraph, after “Package 1”, insert “must be submitted in accordance with Section 6.3(b) and”.

**30. Section 6.2.3**

In line 1 of the first paragraph, after “Package 2 should contain the Base Case Proposal(s)”, insert “and must be submitted by the Technical Proposal Submission Time or the Commercial Proposal Submission Time, as applicable,”.

Delete the last paragraph and replace with the following:

“One complete copy of each of the Commercial Proposal and the Technical Proposal components of the Base Case Proposal should be on separate DVDs and should be Microsoft Office© and AutoCad© compatible respectively.”

**31. Section 6.2.4**

Delete and replace with the following:

“Package 3 should contain any Alternate Proposals, should be separated into two binders for Technical Proposals and Commercial Proposals and must be submitted by the Technical Proposal Submission Time or the Commercial Proposal Submission Time, as applicable.

One complete copy of each of the Technical Proposal and the Commercial Proposal components of the Alternate Proposal should be on separate DVDs and should be Office© and AutoCad compatible.”

**32. Section 6.3**

Delete and replace with the following:

- “(a) At the request of RFP Proponents, the Province has extended the timeframe for the submission of Proposals. This has reduced the time for evaluation of the Proposals. Accordingly, in order to maintain the overall Selection Process timeframe and to facilitate conflict of interest reviews and evaluation of Proposals, RFP Proponents are requested to submit duly completed Form B and Form C by hand or courier to the Contact Person before 2:00 p.m. Pacific Time, November 15, 2004 at the Submission Location.
- (b) The Technical Proposals, Form A and Form D, together with Form B and Form C (updated where previously submitted), must be submitted by hand or courier to the Contact Person before 2:00 p.m. Pacific Time, December 1, 2004 at the Submission Location. The Commercial Proposals must be submitted by hand or courier to the Contact Person before 2:00 p.m. Pacific Time, December 13, 2004 at the Submission Location. Proposals posted by mail or sent by facsimile or email will not be considered. Package 1 and the Technical Proposals received after the Technical Proposal Submission Time, and Commercial Proposals received after the Commercial Proposal Time, will not be considered and will be returned unopened. Deliveries of Proposals at the office of the Contact Person will be accepted on weekdays from 9:00 a.m. to 5:00 p.m. Pacific Time.”

**33. Section 6.4**

Delete and replace the first paragraph “RFP Proponents may make revisions ... that each revision should:” with the following:

“RFP Proponents may make revisions to:

- (1) Package 1 and their Technical Proposals at any time before the Technical Proposal Submission Time;
- (2) their Commercial Proposals at any time before the Commercial Proposal Submission Time;

after they have submitted Package 1, their Technical Proposals or Commercial Proposals, as the case may be, on the condition that each revision should.”

**34. Section 6.4**

Delete paragraph (f) and replace with the following:

- “(f) be submitted by hand or courier to the Submission Location, before the Technical Proposal Submission Time in the case of revisions to Package 1 or the Technical Proposals, and before the Commercial Proposal Submission Time in the case of revisions to the Commercial Proposals.”

**35. Section 6.4**

In the first sentence of the penultimate paragraph, replace “relevant Proposal” with “relevant Package 1, Technical Proposal or Commercial Proposal, as the case may be.”.

**36. Section 6.4**

Delete the last sentence of the last paragraph and replace with “Revisions to Package 1 or Technical Proposals received after the Technical Proposal Submission Time and revisions to Commercial Proposals after the Commercial Proposal Submission Time will not be considered and will be returned unopened.”

**37. Section 7.3**

In paragraph (a), in the first sentence of the second paragraph, after “technical evaluations”, insert “, as the case may be”.

In paragraph (c), delete the second paragraph and replace with the following:

“The discount rate used to calculate the net present value of the Performance Payments will be based on the Province’s estimate of the typical weighted average cost of capital of a private sector project of a similar type to the Project. The Province will assess the capital markets’ environment with respect to risk and return expectation, and examine project financing options available to the Project.”

**38. Section 7.3**

In paragraph (d), replace “Payment Mechanism” with “Performance Payments”.

**39. Section 7.5**

In the first paragraph, replace “Evaluation Criteria prior to the Submission Time” with “Technical Evaluation Criteria prior to the Technical Proposal Submission Time, and to the Commercial Evaluation Criteria prior to the Commercial Proposal Submission Time”.

**40. Section 8.2**

In the first paragraph, after “former and current employees”, insert “, shareholders, directors and officers”.

**41. Section 8.5**

In the first paragraph, replace “Submission Time” with “Technical Proposal Submission Time”.

**42. Sections 9.6, 9.7 and 9.8**

Replace “Submission Time” with “Technical Proposal Submission Time”.

**43. Section 9.16**

In the second sentence, after “other than the information contained in this RFP” insert “and save as provided in Section 6.5”.

**44. Section 10**

In the definition of “Alternate Proposals”, after “means” insert “that part of”.

Delete the definition of “Approving Agencies” and replace with the following:

““Governmental Authority” has the meaning set out in the Definitive Concession Agreement.”

In the definition of “Commercial Proposal”, replace “or Alternate Proposal” with “and any Alternate Proposals”.

After the definition of “Commercial Proposal Submission Requirements”, insert the following:

““Commercial Proposal Submission Time” means the time and date as described in Section 6.3(b) for the submission of the Commercial Proposals.”

In the definition of “Concession Agreement”, after “the Province” insert “, including BCTFA,”.

Delete the definition of “Concession Highway Land”.

Replace the definition of “Decommissioning” with the following:

““Decommissioning” has the meaning set out in the Definitive Concession Agreement.”

After the definition of “Draft Concession Agreement”, insert the following:

““End of Term” has the meaning set out in the Definitive Concession Agreement.”

Replace the definition of “Enhanced Service Period” with the following:

““Enhanced Service Period” has the meaning set out in the Definitive Concession Agreement.”

After the definition of “FOIPPA”, insert the following:

““Form B and Form C Submission Time” means the time and date as described in Section 6.3(a) for the submission of Form B and Form C.”

After the definition of “Functional Requirements”, insert the following:

““Gross End of Term Payment” has the meaning set out in Schedule 10 of the Definitive Concession Agreement.”

““Gross Lane Availability Payment” has the meaning set out in Schedule 10 of the Definitive Concession Agreement.”

Replace the definition of “Original Service Period” with the following:

““Original Service Period” has the meaning set out in the Definitive Concession Agreement.”

Delete the definition of “Payment Mechanism”.

Replace paragraph (b) in the definition of “Project Documents” with the following:

“(b) the lease referred to in Section 3.9; and “

In the definition of “Services”, delete “Land”.

Delete the definition of “Submission Time”.

In the definition of “Technical Proposal”, replace “or Alternate Proposal” with “and any Alternate Proposals”.

After the definition of “Technical Proposal Submission Requirements”, insert the following definition:

““Technical Proposal Submission Time” means the time and date as described in Section 6.3(b) for the submission of the Technical Proposals, Form A and Form D, together with Form B and Form C (updated where previously submitted).”

## **Amendments to Schedule One:**

### **45. Paragraphs appearing before Section 1**

Delete “(Volume B of Package 2 of the Proposal)” and “PACKAGE 2, VOLUME B:”.

Replace “Volume B of Package 2” appearing before “should be submitted in three ... listed below:” with “Commercial Proposals”.

### **46. Section 1**

Delete “of Package 2” appearing in the first line.

### **47. Section 2.1**

Delete and replace with the following:

“The payment stream to the Concessionaire is largely dependant on the provisions for Performance Payments, which the RFP Proponents are asked to complete. It is a mandatory requirement for RFP Proponents to submit a price proposal with their Base Case Proposal consistent with the format provided in Section 2 of this Schedule One.

The following table sets out the indicative range for each component of the Performance Payments, as measured by percentage of total NPV of Performance Payments over the Term. RFP Proponents are asked to submit a Price Proposal which meets the indicative ranges provided. Proposals will be tested for compliance with the indicative range by calculating the NPV of the Performance Payments as of Financial Close, using a discount rate equal to the Project’s Weighted Average Cost of Capital as calculated in the relevant RFP Proponent’s Financial Model. The RFP Proponents will be asked to demonstrate that their indicative payment rates are consistent with the table below.

Description	Indicative % of NPV of Total Payments over the Term
1. Original Service Performance Payments	
Gross Original Service Performance Payments	1-3%
2. Enhanced Service Performance Payments, comprising:	
Gross Lane Availability Payments	60-70%
Traffic Volume Payments	25-30%
Safety Performance Payments	3%
Users Satisfaction Payment	0.5-1%
3. End of Term Payment	1-3%

**48. Section 2.2**

Replace “Payment Mechanism” in the first paragraph with “Schedule 10 of the Concession Agreement”.

Replace “Availability Payments” with “Gross Lane Availability Payments”.

Replace “Customer Satisfaction Payments” and “Customer Satisfaction Payment Base” with “Users satisfaction Payments” and “Users Satisfaction Payment Base” respectively.

**49. Section 2.3**

In paragraph (a), replace the heading “Original Service Payment” with “Original Service Performance Payment”.

In paragraph (c), replace the heading “Availability Payments” with “Gross Lane Availability Payments”.

In paragraph (e), replace “customer” with “users” wherever it appears.

**50. Section 3.7.1**

In paragraph (s), replace “September 30, 2004” with “November 15, 2004”.

**51. Section 3.7.2**

In paragraph (a)(v), replace “Payment Mechanism assumptions” with “assumptions underlying the Performance Payments”.

**52. Section 3.7.3**

In paragraph (f), replace “Payment Mechanism” with “Performance Payments”.

**Amendments to Schedule Two:**

**53. Section 3.1**

Replace “Commercial Volume Submission Requirements” with “Commercial Proposal Submission Requirements”.

**54. Section 3.1**

Delete paragraph (a) and replace with the following:

“(a) a mechanism for Performance Payments and profile which meet the minimum requirements specified in the Commercial Proposal Submission Requirements and is consistent with the RFP Proponent’s approach to satisfying the objectives of the Project. Factors which will be considered include:

- (i) traffic volume payments,
- (ii) gross lane availability payments,
- (iii) safety performance payments,
- (iv) users satisfaction payments, and
- (v) gross End of Term Payment.

The rationale underlying the assumptions with regards to the derivation of each component of the Performance Payments will be reviewed to assess whether they are reasonable;”

**55. Section 4.1.1**

In the first sentence of the second paragraph, replace “Definitive Concession Agreement” with “Concession Agreement”.

**56. Section 4.2**

Delete “Schedule One” appearing before “Commercial Proposal Submission Requirements”.

**57. Section 4.3**

In the second paragraph, replace “Payment Mechanism” with “Performance Payments” wherever it appears.



**58. Section 4.5**

In paragraph (c), replace “Availability Payments” with “Gross lane availability payments”.

In paragraph (d), replace “Safety payments” with “Safety performance payments”, and replace “safety Performance” with “safety performance”.

## **Amendments to Schedule Three:**

**59. Paragraph before Section 1**

Delete “(Volume A of Package 2 of the Proposal)” appearing in the first line.

**60. Section 3.1**

In paragraph (i), delete “Existing Bridge”.

**61. Section 4**

In paragraph (l), delete “Existing Bridge”.

**62. Section 5.4.1**

In the second sentence of the last paragraph, replace “July 15, 2004” with “October 15, 2004”.

**63. Section 5.11**

Delete and replace with the following:

“The RFP Proponent shall address in its design, including mitigation measures, the effect on adjacent facilities of changes in wave climate generated by either wind or vessels, resulting from the construction of the New Crossing and the relocation of the navigation channel.”

**64. Section 6.6**

Delete and replace with the following:

“The Technical Proposal shall include a written description of the planned demolition and disposal of the Existing Bridge structure including, but not limited to, demolition methods, safety plan, disposal location and plan to address environmental issues, protection of the New Crossing during Decommissioning and decommissioning of the east and west causeway.”

**65. Section 6.7**

Replace “Approving Agencies” with “Governmental Authorities and Utility Suppliers” wherever it appears.

**66. Section 7.3**

In the third paragraph, replace “Approving Agencies” with “Governmental Authorities”.

**67. Section 8.1**

Delete paragraph (a) and replace with the following:

- “(a) understanding of the Construction Output Specifications, the O&M Output Specifications, the Communications Output Specifications and the Traffic Management Output Specifications (as defined in the Definitive Concession Agreement) and Schedule 6, Part 1 of the Definitive Concession Agreement;”

**68. Section 8.2**

Delete paragraph (a) and replace with the following:

- “(a) understanding of the Construction Output Specifications, the O&M Output Specifications, the Communications Output Specifications and the Traffic Output Specifications (as defined in the Definitive Concession Agreement) and Schedule 6, Part 1 of the Definitive Concession Agreement;”

**69. Section 10**

For the paragraphs following “At a minimum, the Technical Proposal shall include:”:

- In paragraph (a), replace “Quality Process” with “quality process”
- In paragraphs (b) and (c), replace “Quality Control and Quality Assurance” with “quality control and quality assurance”.

Delete the last paragraph of this Section “Capitalized words and ... Concession Agreement”.

## **Amendments to Schedule Four:**

**70. Section 1**

In the second paragraph, replace “schedule” with “Schedule”.

**71. Section 3**

In the fourth paragraph, delete “Schedule Three” before “Technical Proposal Submission Requirements”.

In paragraph (b), replace “compliant” with “Compliant”.

**72. Section 4**

In the second paragraph, replace “chose” with “choose”.

In paragraph 2), replace “Approving Agencies” with “Governmental Authorities and Utility Suppliers”, and delete “Land” after “Concession Highway”.

## **Amendments to Schedule Five:**

**73. Paragraphs before Section 1**

After the first paragraph “RFP Proponents are free to submit ... any Alternate Proposal”, insert the following new paragraph:

“Each Alternate Proposal should comprise two separate volumes:

- (a) Volume A: Technical Proposal
- (b) Volume B: Commercial Proposal”

**74. Section 2**

In paragraph (b), replace “Payment Mechanism as indicated in Definitive Concession Agreement” with “the Performance Payments provisions in the Definitive Concession Agreement”.

## **Additions of Forms**

Insert the Form A, Form B, Form C and Form D of this Addendum Four after all the Schedules to the RFP.

## **Amendments to Addendum One:**

**75. Addendum One, Item No. 3, Section 3.9**

Delete “that” appearing after “the Proposed Right of Way or that”.

**76. Addendum One, Item No. 7, Section 9.5**

Replace “RFP state” with “RFP stage”.

Replace “person” at the end with “purpose”.

**77. Addendum One, Item No. 14, Section 2.4**

In respect of amendment to Item 4 of Section 2.4, replace “East Approach Span” with “East Approach Structures”.

**Amendments to Addendum Three:**

**78. Addendum Three, Item 5, Section 6.5**

Replace “Concession Agreement” with “Definitive Concession Agreement”.

## FORM A

### PROPOSAL FORM

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

Attention: Jeff Good, Project Liaison Officer

Subject: Request for Proposals  
Okanagan Lake New Crossing Services

#### 1. DEFINITIONS

Terms and expressions used in this form have the meanings given to them in the above Request for Proposals.

#### 2. THE PROPOSAL

We, the undersigned (“RFP Proponent”):

- (a) having received and carefully read and examined the RFP, the Definitive Concession Agreement and all information provided by the Province;
- (b) having conducted all investigations, examinations and due diligence and considered all other conditions which may affect the Project; and
- (c) having full knowledge and understanding of the Project,

offer to undertake the Project in accordance with our Proposal and perform the obligations of the Concessionaire under the Project Documents.

#### 3. THE RIGHTS AND RESPONSIBILITIES OF THE RFP PROPONENT

##### 3.1. The Proposal

The RFP Proponent represents and warrants that:

- (a) our Proposal has been duly authorized and validly executed;
- (b) the Proposal is made without any direct and indirect discussion, communication, connection, knowledge, comparison of figures or arrangements with any other RFP Proponent and is in all respects a fair Proposal made without collusion or fraud; and

- (c) neither the RFP Proponent nor any of its Team Members has any interest whatsoever in the Proposal of any other RFP Proponent, either directly or indirectly.

### **3.2. The RFP**

The RFP Proponent agrees:

- (a) that the RFP is an invitation to treat and no contract of any kind is formed under, or arises from, the RFP or our Proposal, and that no legal obligations will arise out of the RFP or the Proposal prior to the signing of the Concession Agreement, except those in any documents signed by the RFP Proponents as part of the RFP Process, those in the Confidentiality Undertaking, the Proposal Agreement and this form;
- (b) the Province will solely determine which Proposal best meets the requirements of the RFP;
- (c) that the RFP Proponent has had sufficient time to investigate and satisfy itself of all conditions that affect the Project and the RFP Proponent acknowledges and represents that its investigations, analysis, interpretation and any conclusions reached by the RFP Proponent are based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the Province, the Contact Person or any advisors to the Province, except as expressly set out in the Definitive Concession Agreement;
- (d) that the RFP Proponent is not aware of any issue, action or decision of the Province or any conflict of interest, real, potential or perceived that would give rise to any claim of unfairness or dispute with respect to its Proposal or any other Proposal, and the RFP Proponent irrevocably agrees to be bound by section 9.13 [Limitation of Damages] and section 9.15 [Dispute Resolution] of the RFP;
- (e) that the Proposal and all documents and other records in the custody of or under the control of the Province are subject to the *Freedom of Information and Protection of Privacy Act* and other applicable legislation;
- (f) to provide the Province with a deposit or security in accordance with the Proposal Agreement executed by the RFP Proponent and the RFP if the RFP Proponent is selected as the Selected Proponent or a BAFO Proponent.

### **3.3. Costs and Expenses**

The RFP Proponent agrees that other than the Province's obligations to pay, in accordance with and subject to the terms and conditions of the Proposal Agreement, the RFP Stipend or the BAFO Stipend, as the case may be:

- (a) the RFP Proponent is solely responsible for all costs it incurred in the preparation of the Proposal, including the costs of providing information requested by the Province, attendance at meetings, conducting due diligence and the RFP Proponent is not entitled to any other compensation from Partnerships BC or the Province; and
- (b) neither the Province, Partnerships BC nor any of their employees, advisors or representatives will be liable under any circumstances for any Claim or to reimburse or compensate the RFP Proponent or any of its Team Members in any manner whatsoever, including but not limited to costs of preparation of the Proposal, loss of anticipated profits, loss of opportunity or for any other matter.

#### **4. THE RIGHTS AND RESPONSIBILITIES OF THE PROVINCE**

##### **4.1. Discretion of the Province**

The Province reserves the right to:

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

##### **4.2. Province May Request Clarification or Rectification**

- (a) The Province reserves the right to accept changes, clarifications, amendments or modifications to a Proposal, request clarification or rectification of a Proposal and request further information from any or all RFP Proponents for any reason without being liable to any RFP Proponent in any way, and the Proposal or any portion thereof, if accepted by the Province may, at the option of the Province, form a part of the Project Documents.
- (b) The Province may require clarification or rectification where the Province determines the Proposal is unclear. If a Proposal is obscure or contains a defect or fails in some way to comply with any requirement of the RFP that is not material in the opinion of the Province, the Province may waive the obscurity, defect or non-conformance and accept the Proposal as submitted or request further clarification or rectification before considering the Proposal. The Province may determine what is material in the context of a Proposal, whether or not to reject

any Proposal or waive any obscurity, defect or failure to comply, whether or not to request rectification, and the adequacy and acceptability of any clarification or rectification submitted by an RFP Proponent. The Province is not bound by industry custom or practice in the exercise of its discretion.

#### **4.3. Limitations and Waivers**

The RFP Proponent agrees that:

- (a) save as expressly set out in the Definitive Concession Agreement, the Province does not represent or warrant the accuracy of any information provided by the Province, and the RFP Proponent assumes all risks for the accuracy of such information. The RFP Proponent further assumes all risks for the sufficiency, adequacy, appropriateness, analysis and interpretation of all information provided by the Province, including without limitation, any preference, opinion or other subjective information;
- (b) the RFP Proponent has had sufficient time to consider and has satisfied itself as to the applicability of the information provided by the Province and any and all conditions that may in any way affect its Proposal; and
- (c) the Proposals will be evaluated by an Evaluation Committee which may include representatives of the Province and external advisors, including without limitation employees of Macquarie North America Ltd. and Westmar Consultants Inc., Geoplan Opus Consultants Inc., and the RFP Proponent waives all Claims whatsoever it may have in respect of such evaluation.

#### **4.4. Selected Proponent**

If the Selected Proponent and the Province are unable to finalize the Concession Agreement and its schedules for execution within a time period specified in the notice of its selection as the Selected Proponent, the Province may terminate discussions and negotiations with the Selected Proponent. The Province may then select the other BAFO Proponent as the Selected Proponent, or, if there has not been a BAFO stage, another RFP Proponent, to enter into discussions and negotiations to finalize the Project Documents.

### **5. JOINT AND SEVERAL**

If two or more Persons comprise the RFP Proponent, such Persons are jointly and severally responsible for the Proposal.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2004

Note: If the RFP Proponent is a corporation, use Part A. If the RFP Proponent is a partnership, joint venture or consortium, use Part B.



**PART A**

Signed by the RFP Proponent:

	}	_____ <sup>1</sup>
Signature of witness		Per: _____
Name of witness		Name: _____
		Title: _____
		I/We have the authority to bind the corporation

**PART B**

Signed by the RFP Proponent and each of its Team Members:

	}	_____ <sup>2</sup>
Signature of witness:		Per: _____
Name of witness		Name: _____
		Title: _____
		I/We have the authority to bind the RFP Proponent

(Include more signing spaces for Team Members if necessary)

	}	_____ <sup>3</sup>
Signature of witness:		Per: _____
Name of witness		Name: _____
		Title: _____
		I/We have the authority to bind the Team Member

	}	_____ <sup>4</sup>
		Per: _____

<sup>1</sup> Insert business name of RFP Proponent.

<sup>2</sup> Insert name of Team Member.

<sup>3</sup> Insert name of Team Member.

<sup>4</sup> Insert name of Team Member.

\_\_\_\_\_  
Signature of witness:

\_\_\_\_\_  
Name of witness

Name:

Title:

I/We have the authority to bind the  
Team Member

\_\_\_\_\_ <sup>5</sup>

Per:

\_\_\_\_\_  
Signature of witness:

\_\_\_\_\_  
Name of witness

Name:

Title:

I/We have the authority to bind the  
Team Member

\_\_\_\_\_ <sup>6</sup>

Per:

\_\_\_\_\_  
Signature of witness:

\_\_\_\_\_  
Name of witness

Name:

Title:

I/We have the authority to bind the  
Team Member

\_\_\_\_\_ <sup>7</sup>

Per:

\_\_\_\_\_  
Signature of witness:

\_\_\_\_\_  
Name of witness

Name:

Title:

I/We have the authority to bind the  
Team Member

\_\_\_\_\_  
<sup>5</sup> Insert name of Team Member.

<sup>6</sup> Insert name of Team Member.

<sup>7</sup> Insert name of Team Member.

**FORM B**  
**CONTACT DETAILS AND RFP PROPONENT FORM**

**At least one Team Member is required to be a duly organized, validly existing legal entity entitled to carry on business in British Columbia with the power and capacity to enter into the Concession Agreement. Please clearly indicate the Team Member who meets this requirement.**

\_\_\_\_\_  
Business Name of RFP Proponent

**CONTACT REPRESENTATIVE  
FOR RFP PROPONENT**

**INFORMATION ON RFP  
PROPONENT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Legal Name  
*(incorporation/registration name)*

\_\_\_\_\_  
Company or Firm

\_\_\_\_\_  
Type of Entity  
*(type of corporation, partnership, consortium etc)*

\_\_\_\_\_  
Jurisdiction of Incorporation/Registration

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Primary Business  
*(engineering, construction, finance, etc)*

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**[FORM B CONTINUED]**

*Copy and complete the form below for all Team Members. If the Team Member is an individual, the shaded sections do not have to be completed.*

---

**STATUS**

*(for example:*

- *firm; or*
- *individual.*

---

**Name**

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

---

**Type of Entity**

*(type of corporation, partnership, consortium etc)*

---

**Jurisdiction of Incorporation/Registration**

---

**Primary Business**

*(engineering, construction, finance, legal, etc)*

---

---

---

---

**Address**

---

**Telephone number**

*(if further information is required)*

**FORM C**  
**RELATIONSHIP DISCLOSURE FORM**

**This should be completed by the RFP Proponent and each Team Member of the RFP Proponent.**

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

Attention: Jeff Good, Project Liaison Officer

Subject: Request for Proposals  
Okanagan Lake New Crossing Services

Each of the RFP Proponent and Team Members declares that:

- (a) They have reviewed the list of Restricted Parties in the RFP.
- (b) The following is a full disclosure of all relationships that they have with:
  - (i) any listed Restricted Parties or their current or former employees, shareholders, directors or officers; or
  - (ii) employees (both current or former) of the Province or Persons who have been involved in the Selection Process or the design, planning or implementation of the Project,

that could constitute a conflict of interest or unfair advantage.

Terms and expressions used in this form have the meanings given in the above Request for Proposals.

Name of Restricted Party/Person	Details of the Nature of the RFP Proponent or Team Member's relationship with the Restricted Party/Person (e.g. Team Member X was an advisor to the Restricted Party from 1999-2000)

(attach additional pages if necessary)

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Business Name of RFP Proponent

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

(Include more signing spaces for Team Members if necessary)

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2004

**TEAM MEMBER**

**Contact Information**

\_\_\_\_\_  
Name of Team Member

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mailing Address

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2004

**TEAM MEMBER**

**Contact Information**

\_\_\_\_\_  
Name of Team Member

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Mailing Address

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2004

**TEAM MEMBER**

**Contact Information**

\_\_\_\_\_  
Name of Team Member

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Mailing Address

**FORM D**

**LETTER OF AVAILABILITY**

**Copy and complete this form for all Team Members and Core Organizations. This form should be signed by their respective Authorized Signatories.**

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

Attention: Jeff Good, Project Liaison Officer

Subject: Request for Proposals  
Okanagan Lake New Crossing Services

\_\_\_\_\_  
Business Name of RFP Proponent

We, the undersigned, agree that if the RFP Proponent is selected as the Selected Proponent, we will make available and fully involve those Persons nominated as Core Individuals in the Proposal to serve in the roles identified in the Proposal, for the Project.

Terms and expressions used in this form have the meanings given to them in the above Request for Proposals.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Team Member/\*Core Organization (\*delete whichever is not applicable)

\_\_\_\_\_  
Name of \*Team Member/\*Core Organization (\*delete whichever is not applicable)

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness