



Ministry of
Transportation
and Infrastructure

PATTULLO BRIDGE REPLACEMENT PROJECT

REQUEST FOR PROPOSALS

Volume 1 – Instructions to Proponents

February 14, 2019

(as amended by Addendum 1 dated April 9, 2019, Addendum 2 dated May 10, 2019, Addendum 3 dated May 17, 2019, Addendum 4 dated July 26, 2019, Addendum 5 dated August 19, 2019, Addendum 6 dated August 30, 2019, Addendum 7 dated September 16, 2019, Addendum 8 dated October 7, 2019, Addendum 9 dated October 22, 2019, Addendum 10 dated October 25, 2019, Addendum 11 dated October 30, 2019, Addendum 12 dated November 6, 2019, Addendum 13 dated November 8, 2019, Addendum 14 dated November 12, 2019, Addendum 15 dated November 15, 2019, and Addendum 16 dated November 25, 2019)



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A	RFP Response Guidelines
B	Evaluation Criteria and Ranking Process
C	Interim Financial Review Submittal Capital Cost Summary Table
D	Rate Setting Process and Advance Interest Rate Submittals
E	Security Package Review Submittals

Volume 2 – Draft Project Agreement**Volume 3 – Draft BCIB-Contractor Agreement****Volume 4 – RFP – Forms**

Form 1	Technical Submittal Certificate and Declaration
Form 2	Financial Submittal Certificate and Declaration – Technical Supplement Invited
Form 3	Financial Submittal Certificate and Declaration – No Technical Supplement Invited
Form 4	Commitment Letter
Form 5	Documents Escrow Agreement

- Form 6 Irrevocability Agreement
- Form 7 Limited Notice to Proceed Agreement

SUMMARY OF KEY INFORMATION

This summary has been prepared as an overview summary only and is not intended to replace, supersede, alter or supplement the provisions set out in this RFP. It is the responsibility of each Proponent to ensure that it has received and fully understood the complete RFP including all Addenda.

RFP Title	RFP– Pattullo Bridge Replacement Project Please use this title in all correspondence.
Contact Person	The Contact Person for this RFP may be reached at: Email: PBRContact@gov.bc.ca Facsimile: 604 844 8060 Courier Address: Suite 1100 - 401 West Georgia Street Vancouver BC V6B 5A1
Initial Security Package Review Submittal Deadline	May 16, 2019
Interim Financial Review Submittal Deadline	11:00 AM local Vancouver time on June 7, 2019
Interim Workforce Requirements Submittal Deadline	11:00 AM local Vancouver time on June 7, 2019
Follow-up Security Package Review Submittal Deadline	August 29, 2019
Initial AIRS Submittal Deadline	11:00 AM local Vancouver time on September 26, 2019
Technical Submittal Deadline	11:00 AM local Vancouver time on October 4, 2019
Interim AIRS Submittal Deadline	11:00 AM local Vancouver time on October 17, 2019
Final Security Package Review Submittal Deadline	October 16, 2019
Final AIRS Submittal Deadline	11:00 AM local Vancouver time on November 14, 2019
Financial Submittal Deadline	11:00 AM local Vancouver time on November 28, 2019
Submission Location	Pattullo Bridge Replacement Project Suite 1100 – 401 West Georgia Street Vancouver BC V6B 5A1
Submission Location for Initial, Follow-up and Final Security Package Review Submittals	By email to the Contact Person: PBRContact@gov.bc.ca
Submission Location for Interim Financial Review Submittals	By email to the Contact Person: PBRContact@gov.bc.ca <u>Or</u> <u>By USB flash drive, delivered to the Contact Person at the Submission Location.</u>

Submission Location for Interim Workforce Requirements Submittals	By email to the Contact Person: PBRCContact@gov.bc.ca Or <u>By USB flash drive, delivered to the Contact Person at the Submission Location.</u>
Submission Location for Initial, Interim and Final AIRS Submittals	By email to the Contact Person: PBRCContact@gov.bc.ca

1. INTRODUCTION

1.1. Project Scope Overview

The Pattullo Bridge Replacement Project (the “Project”¹) includes the design, construction and partial financing of a new long-span four-lane bridge in a manner to not preclude potential future expansion to six lanes. The Project will include pedestrian and cyclist facilities that are separate from traffic on both sides of the bridge and new connections with the local road, cycling and pedestrian networks. The scope also includes decommissioning and removal of the Existing Pattullo Bridge, anticipated to commence once the new bridge is open to traffic.

1.2. Short-listed Respondents

Through the RFQ, the following three Respondents were identified as eligible to receive this RFP and to be invited to participate further in the Competitive Selection Process as Proponents:

- (a) Flatiron | Dragados | Carlson Pattullo JV
- (b) Fraser Community Connectors
- (c) Fraser Crossing Partners

1.3. Request for Proposals Overview

The Province is issuing this RFP as part of the Competitive Selection Process for the Project. It is anticipated that through the Competitive Selection Process one of the Proponents will be identified as eligible to be selected as the Preferred Proponent and be offered the opportunity to enter into the Project Agreement (or “PA”) for the delivery of the Project.

1.3.1. RFP Structure

This RFP contains the following four volumes:

Volume 1 – Instructions to Proponents

Volume 2 – Draft Project Agreement

Volume 3 – Draft BCIB-Contractor Agreement

Volume 4 - Forms

¹ The definitions of all capitalized terms will be found in section 7 of Volume 1 of this RFP, in the Draft Project Agreement or in the Definitive Project Agreement.

2. OVERVIEW OF PROJECT AGREEMENT AND PROJECT WORK

The PA will set out the rights and obligations of the parties in respect of the Project and will contain, among other things: the technical specifications for the design and construction of the Project; the scope of the services to be provided by Project Co; and other commercial terms.

The BCIB-Contractor Agreement (or “BCA”) will contain, among other things, the requirements for the supply of relevant labour to Project Co and its contractors and subcontractors and commercial terms with respect to the labour.

The PA and BCA will be developed through processes, further detailed in this RFP and in the Proponent Agreement, that include:

- (a) issuance of a Draft PA as Volume 2 of this RFP;
- (b) issuance of a Draft BCA as Volume 3 of this RFP;
- (c) consideration of comments from Proponents on the Draft PA and Draft BCA, submitted in writing and as part of Workshops and Topic Meetings;
- (d) incorporation by Addenda into the initial and any revised form of the Draft PA and Draft BCA of amendments, which amendments may address any such Proponent comments;
- (e) issuance of a Definitive PA as Volume 2 of this RFP by Addendum; and
- (f) issuance of a Definitive BCA as Volume 3 of this RFP by Addendum.

Any description or overview of the Draft PA, the Definitive PA, the Draft BCA or the Definitive BCA in this Volume 1 is provided for convenience only and does not supersede, supplement or alter the Draft PA, the Definitive PA, the Draft BCA or the Definitive BCA, as applicable. If there are any inconsistencies between the terms of the Draft PA, the Definitive PA, the Draft BCA or the Definitive BCA and the description of those terms set out in this Volume 1 of this RFP, the terms of the Draft PA, the Definitive PA, the Draft BCA or the Definitive BCA, as applicable, will prevail.

2.1. Project Agreement Parties

The parties to the PA will be the Province, the British Columbia Transportation Financing Authority (“BCTFA”) and Project Co.

2.2. Design and Construction

Project Co will be required to carry out all aspects of design and construction in accordance with the PA.

A summary of the design and construction scope is provided in Table 1 below. This summary should not be considered exhaustive in terms of design and construction responsibilities or complete in terms of the scope, all of which are fully set out in the PA.

Table 1 - Summary of Design and Construction Scope

<ul style="list-style-type: none">• Design and construction of a four-lane New Fraser River Bridge in a manner to not preclude potential future expansion to six lanes, including pedestrian and cyclist facilities on both sides of the bridge that are separated from traffic.• Design and construction of new connections with the local road, cycling and pedestrian networks.• Grade separation of Highway 17 at Old Yale Road.• Demolition and removal of the Existing Pattullo Bridge.• Traffic management.• Operations and maintenance of the Project Site.• Coordination of construction activities with rail operators and marine users.• Utility work as required.• Communications with the public regarding construction activities.• Quality, health and safety program development and implementation.• Compliance with regulatory requirements, including environmental.

Project Co will be required to comply with the design and construction restrictions in the PA, including limits on the number of piers in the Fraser River, the Navigation Protection Zone, and the number of piers and timing of the south approach pier construction, south of the Fraser River.

2.2.1. Community Benefits

A Community Benefits Agreement (“CBA”) was executed between British Columbia Infrastructure Benefits Inc. (“BCIB”) and the Allied Infrastructure and Related Construction Council in July 2018.

Project Co and applicable Principal Contractors and Subcontractors will be required to independently enter into agreements with BCIB (the “BCA” and the “BCIB-Subcontractor Agreement”, respectively) for supply of relevant labour for the Project. The form of the Draft BCA is provided in Volume 3 of this RFP. The form of the draft BCIB-Subcontractor Agreement is attached as a schedule to the Draft BCA.

2.2.2. Identified Indigenous Groups

The Province is in discussions with Identified Indigenous Groups regarding contracting and employment opportunities. Project Co's requirements with respect to Identified Indigenous Groups will be provided in the Indigenous Requirements Schedule to the PA.

2.2.3. Rail

The Project interfaces with four railways: BNSF, CN Rail, CP Rail and SRY. CN Rail manages and operates the Railway Bridge, owned by the Government of Canada. The Railway Bridge is a critical link in CN's transcontinental railway system and is regularly used by the other railways. Project Co will be responsible for coordinating Project Work activities with these companies.

The Province is negotiating agreements with relevant railway companies and anticipates making the agreements available to Proponents.

2.2.4. Utilities

The Province has contacted and received information from Utility Suppliers, including location data. This data is available to the Proponents in the Data Room, subject to the terms of use applicable to the Data Room. The Province is negotiating Utility Agreements with Utility Suppliers and anticipates making the agreements available to Proponents.

The Province is in discussions with the Utility Suppliers regarding removal of existing utilities on the Existing Pattullo Bridge. Fortis BC, the local natural gas supplier, has infrastructure on the Existing Pattullo Bridge that will not be relocated to the New Fraser River Bridge. Fortis anticipates undertaking a directional drilling project under the Fraser River to replace the infrastructure being removed from the Existing Pattullo Bridge. The Province is in discussions with Fortis BC regarding the coordination of activities between the two projects.

2.2.5. Traffic Management

Project Co will be required to comply with traffic management provisions set out in the Part 4 of Schedule 4 to the PA. In accordance with the PA, including Schedule 10, Project Co will be required to make payments to the Province if the traffic management requirements set out in the PA are not met.

2.2.6. TransLink and BCRTC

The South Coast British Columbia Transportation Authority ("TransLink") and its subsidiary, British Columbia Rapid Transit Company ("BCRTC"), have infrastructure within and adjacent to the Project Lands. Project Co will be required to comply with the requirements of TransLink and BCRTC in carrying out design and construction activities in accordance with the PA, including Part 1 of Schedule 4.

2.2.7. Operations and Maintenance

Project Co will be responsible for operations and maintenance of the Project Site in accordance with the PA, including Part 1 of Schedule 4. Some elements of winter maintenance will be excluded from Project Co's obligations for Highway 17. If Project Co elects to introduce live traffic to the New Fraser River Bridge prior to its completion, Project Co will also be responsible for the snow and ice removal system.

TransLink will retain responsibility for operations and maintenance of the Existing Pattullo Bridge.

2.2.8. Municipal

Project Co's obligations with respect to municipal infrastructure are set out in the PA, including Schedule 4. The PBR Urban Integration Requirements reference document is available to Proponents in the Data Room.

The Province is finalizing municipal agreements and anticipates making them available to Proponents in the Data Room.

2.2.9. Archaeology

Project Co will be required to undertake the Project Work in a manner that minimizes disturbances to areas with known, or potential for, archaeological and historical heritage resources. Project Co will be required to comply with all permitting obligations in accordance with the PA.

In accordance with the PA, including Part 2 of Schedule 4, Project Co will be required to make a submittal identifying the actual locations and physical extent of Project Infrastructure within identified restricted areas in Surrey shortly after the Effective Date. The Province will conduct some archaeological investigation in the identified restricted areas in Surrey. The Province anticipates granting Project Co access to the identified restricted areas in Surrey in the timeline set out in the PA.

2.2.10. Future Six Lane Configuration

The New Fraser River Bridge will be a four-lane bridge designed and constructed in a manner to not preclude potential future expansion to six lanes. Project Co will be required to complete the design of the Future Six Lane Configuration and demonstrate how the Future Six Lane Configuration can be achieved, as set out in Part 2 of Schedule 4 to the PA.

2.2.11. Acceptable Equivalents

The Design and Construction Requirements are intended to generally be performance-based, but include, in some instances, specific requirements related to design and construction that the Province considers are important to meet the Province's objectives. However, the Province wishes to provide some flexibility for Proponents to propose equivalent alternatives that when considered by the Province, in its discretion, continue to meet the Province's objectives (each an "Acceptable Equivalent").

A Proponent may submit an RFI marked “Commercial in Confidence – Acceptable Equivalent” that identifies the applicable section(s) in the Design and Construction Requirements that contain the requirement(s) and the Proponent’s proposed equivalent that it considers will be equal to or better than the specified requirement(s) and that will still meet the Province’s objectives, along with supporting materials.

The Province may, in its discretion:

- (a) respond to indicate that the proposed equivalent is acceptable;
- (b) respond to indicate that the proposed equivalent is acceptable subject to the Proponent’s compliance with any conditions identified by the Province;
- (c) respond to indicate that the Province does not consider the proposed equivalent to be acceptable;
- (d) request clarification, further information or additional material;
- (e) not respond to the RFI; or
- (f) provide any other response in accordance with Section 4.4.

The provisions of Section 4.4 relating to “Commercial in Confidence” RFIs will apply, including with respect to withdrawal of an RFI, RFIs by more than one Proponent on the same or similar topics, or the Province’s determination if there is a matter which should be brought to the attention of all Proponents.

If the Province responds to a “Commercial in Confidence” RFI, or responds to any RFI that is not “Commercial in Confidence”, regarding a proposed equivalent to indicate that the proposed equivalent is acceptable, a Proponent may make its Technical Submittal on the basis of the response, and the use of the acceptable equivalent will not in and of itself be a failure to meet the requirements set out in Appendix B.

Unless the Province responds to indicate that a proposed equivalent is acceptable, a Proponent is at risk that the use of a proposed equivalent will not substantially meet the requirements set out in Appendix B.

The Province will be under no obligation to provide the indication of acceptability of the proposed equivalent to the Proponent or to any other Proponent.

Despite any indication by the Province of the acceptability of an equivalent, Project Co remains responsible for fulfilling all of its obligations and responsibilities under the PA.

Following selection of the Preferred Proponent, the PA will, in accordance with Section 3.10, be amended to include all acceptable equivalent(s) used by that Preferred Proponent, or negotiated by the Province and the Preferred Proponent, whether or not proposed by any other Proponent.

2.3. Environmental

2.3.1. Environmental Assessment Certificate

An application for Environmental Assessment Certification under the *Environmental Assessment Act* (British Columbia) (“BCEAA”) has been submitted to the Environmental Assessment Office (“BCEAO”) for review. The BCEAO is leading a joint review process with the Vancouver Fraser Port Authority. An Environmental Assessment Certificate for the Project and a Port Project and Environmental Permit for the New Fraser River Bridge are anticipated to be issued in spring 2019.

Project Co will be required to perform the Project Work in compliance with its environmental obligations, including the Environmental Assessment Certificate (“EAC”) and the Port Project and Environmental Permit, as described in the PA, including Schedule 6.

2.3.2. Fisheries Act Authorization

Project Co will be responsible for obtaining required authorizations in relation to the Fisheries Act. The Province will identify potential habitat offsetting opportunities and initiate consultation with Identified Indigenous Groups, stakeholders and the public on those opportunities.

2.4. Quality Management

Project Co will be required to develop and implement a Quality Management System in accordance with the PA, including Schedule 7, and the ISO 9001:2015 Standard. Project Co will undertake internal and external quality audits of the Quality Management System as required under the PA.

Project Co will be required to meet certain requirements for testing and inspection at origin, and re-inspection in Canada, of structural components that have been manufactured or fabricated outside of Canada or the United States as set out in Part 3 of Schedule 7 to the PA.

2.5. Lands

The Province will, subject to the requirements of this RFP and the PA, acquire all lands and land interests identified as Project Lands and Temporary Lands. Project Co will be provided access to the lands required for the Project for the purpose of performing its obligations under the PA. The ownership of the lands will not be transferred to Project Co.

The Land Identification AutoCAD Drawings identify Project Lands as well as Temporary Lands. Project Co may use Temporary Lands for the purposes of construction staging or other construction management activities. No permanent infrastructure may be constructed on Temporary Lands.

Proponents may identify minor changes to the Project Lands boundary, within the project boundary identified in the Environmental Assessment Certificate Application (Figure 1-A-3 of the Environmental

Assessment Certificate Application) that may require the addition of Project Lands, according to the Proponent's design. Should the Province accept any such request, Project Co would be responsible for all costs, expenses, approvals and permits in connection with such request. Any Proponent wishing to identify such minor changes should submit the following to the Province through a "Commercial in Confidence" Request for Information by no later than May 29, 2019:

1. Drawings in Adobe PDF format and supporting AutoCAD file, clearly highlighting requested land as an overlay to the existing land boundaries; and
2. Date(s) the requested land is required.

The Province will review submissions from each Proponent on an individual basis. Acceptance of any submission is in the Province's sole and absolute discretion. The Province will notify each Proponent individually whether its requested additional land and required dates are acceptable to the Province.

If the submission is accepted for a Proponent and should that Proponent become the Preferred Proponent, the Province will amend the PA in accordance with the land request submission as accepted, including the date by which the requested land is required. The Proponent, should it become Project Co, will be required to provide such information and documentation and such administrative assistance as may be requested by the Province's Representative and as Project Co may reasonably be able to provide, to assist the Province in accommodating the request.

2.6. Communication and Engagement

The Province has implemented a communications and engagement program which provides, and will continue to provide, opportunities for stakeholders and members of the public to learn about the Project and provide input.

Project Co's obligations regarding communications and engagement are set out in the PA, including Schedule 9. Key communications and engagement responsibilities include but are not limited to:

- (a) construction notification;
- (b) community and stakeholder engagement;
- (c) enquiry-response management;
- (d) supporting the Province with crisis communications and issues management; and
- (e) supporting the Province with media and government relations.

2.7. Financing

Project Co will be responsible for arranging and delivering financing to fund \$300.6 million of project costs in accordance with Schedule 10 to the PA. The Province does not anticipate accepting corporate financing (i.e. financing not from an independent third party).

2.8. Payments and Performance Mechanism

Project Co will receive payments and be required to comply with a performance mechanism in accordance with the terms of the PA, including Schedule 10.

2.8.1. Payments and Warranties

Project Co's Contract Price will be paid by a combination of ongoing Progress Payments (in respect of a portion of the project costs as they are incurred and in accordance with the progress measurement principles contained in the PA) and the SC1 Substantial Completion Payment (in respect of all other project costs not paid by Progress Payments).

The SC1 Substantial Completion Payment is subject to a number of withholdings that are withheld pending the successful completion of specified future construction activities, the rectification of any identified deficiencies and the expiry of the General Project Work Defect Warranty Period. The withheld amounts are repaid (less any permitted retentions) in accordance with Schedule 5 and Schedule 10 to the PA. Some of these amounts are subject to further withholdings in respect of any identified deficiencies.

In addition to the remedying of Project Work Defects during the General Project Work Defect Warranty Period, Project Co will be required to remedy Latent Project Work Defects that are identified within the timeframes applicable pursuant in the *Limitation Act* (British Columbia).

2.8.2. Key Aspects of the Performance Mechanism

The PA includes a performance mechanism which may, subject to and in accordance with its terms, trigger payment obligations of Project Co to the Province and/or the accumulation of NCE Points and/or Default Points as set out in Schedule 10 to the PA.

2.8.3. Liquidated Damages

Project Co will be required to pay Liquidated Damages if Project Co fails to achieve SC1 Substantial Completion by the SC1 Substantial Completion Target Date and SC3 Substantial Completion by the SC3 Substantial Completion Target Date in accordance with Schedule 10 to the PA.

2.8.4. Limit of Liability

The PA includes a limit of liability excluding third party claims as well as a separate limit of liability including certain third party claims.

3. OVERVIEW OF RFP PROCESS

The purpose of this RFP phase of the Competitive Selection Process is to invite the Proponents to submit Proposals for the Project. It is anticipated that, subject to the provisions of this RFP, an eligible Proponent will be selected as Preferred Proponent and be offered the opportunity to enter into a PA for the delivery of the Project.

Eligibility to continue in the Competitive Selection Process and participate in this RFP phase, to the extent expressly provided for in this RFP, is conditional on:

- (a) the Proponent being identified as a Short-Listed Respondent pursuant to the RFQ; and

thereafter:

- (b) the Proponent observing and ensuring that its Proponent Team Members observe the provisions of this RFP, including observing and satisfying and ensuring that its Proponent Team Members observe and satisfy the terms and conditions that may be required or otherwise established by the Province in respect of any waiver or permission to be issued by the Province under this RFP;
- (c) the Proponent observing and complying with and ensuring that its Proponent Team Members observe and comply with the terms of the Proponent Agreement; and
- (d) the Proponent submitting a Proposal that substantially satisfies the provisions of this RFP.

Any failure or failures on the part of the Proponent, or on the part of any Proponent Team Member, to observe, satisfy, or comply with such provisions, terms and conditions may result in the Proponent being:

- (a) ineligible to continue further in the Competitive Selection Process; or
- (b) ineligible to receive any further invitations or information in connection with the Competitive Selection Process.

3.1. Affordability and Contract Price Proposal

3.1.1. Affordability Requirement

As part of their Proposals, Proponents are required to calculate a Contract Price Proposal in accordance with Section 3.1.2 of this RFP. The Contract Price Proposal included in a Proponent's Proposal will be evaluated to determine whether it is less than or equal to the Affordability Requirement. The Province has calculated an Affordability Requirement of \$1,030,000,000 in nominal dollars.

3.1.2. Contract Price Proposal

The Contract Price Proposal is to be calculated by the Proponent using the Affordability Model provided by the Province. The Affordability Model is available in the Data Room and is to be completed using the

appropriate outputs from the Proponent's Financial Model. Proponents are to incorporate the Affordability Model directly into their Financial Model, with inputs into the Affordability Model linked to live values in the Financial Model. The Proponent is not permitted to alter the Affordability Model.

3.2. Identified Indigenous Groups Business to Business Networking Event

The Province intends to coordinate a session with Proponent Teams and the Identified Indigenous Groups and their associated businesses to provide an opportunity for:

- (a) those businesses who might be interested in working with, or providing products and services to the Preferred Proponent, to meet the Proponent Teams; and
- (b) Proponent Teams to enhance their knowledge, understanding and awareness of local goods and services and to build relationships with the Identified Indigenous Groups and their associated businesses.

3.3. Business to Business Networking Event

The Province also intends to coordinate a session with Proponent Teams and local contractors, suppliers and businesses to provide an opportunity for:

- (a) local contractors, suppliers and businesses who might be interested in working with, or providing products and services to the Preferred Proponent, to meet the Proponent Teams; and
- (b) Proponent Teams to enhance their knowledge, understanding and awareness of local goods and services and to build relationships with local contractors, suppliers and businesses.

3.4. Consultation Process

The Province will facilitate a consultation process with the Proponents which will include exchanges of information, discussions and clarifications of issues through Workshops and Topic Meetings and the submission and consideration of comments on and proposed amendments to the Draft PA and the Draft BCA, including after the Technical Submittal Deadline. The terms, procedures, rules and protocols for the Workshops and Topics Meetings are set out in the Proponent Agreement, including in Schedule 2 to the Proponent Agreement [Workshops and Topic Meetings]. The Province may in its discretion, from time to time, amend, supplement, or replace Schedule 2 [Workshops and Topic Meetings] by delivery to the Proponent of written policies and procedures clarifying, supplementing, or otherwise modifying the terms of Schedule 2 [Workshops and Topic Meetings].

3.4.1. Workshops and Topic Meetings

In accordance with the Proponent Agreement, the Province may schedule and conduct Workshops and Topic Meetings during this RFP stage to enable communication between the Province and the Proponents as to issues relating to this RFP, the Draft PA and the Draft BCA. Workshops will be conducted in two

parts: part A will focus on the Draft PA and RFP while part B will focus on the Draft BCA. Topic Meetings will focus on specific technical aspects of the Project. Attendance by Proponents at Topic Meetings and Workshops will be required, unless otherwise designated by the Province. For clarity, Workshop 1A and 1B, combined, form the first Workshop, while Workshop 2A and 2B, combined, form the second Workshop.

One Topic Meeting and two Workshops are planned, as indicated below and further referenced in Table 2 in Section 3.12 of Volume 1 of this RFP:

- (a) A Topic Meeting in the form of an all-Proponent information meeting; and
- (b) Workshops that are anticipated to include:
 - i. Workshop 1A – separate meetings between the Province and each Proponent to discuss the Proponent’s comments on the RFP and the Draft PA;
 - ii. Workshop 1B – separate meetings between the Province and BCIB and each Proponent to discuss the Proponent’s comments on the Draft BCA;
 - iii. Workshop 2A – separate meetings between the Province and each Proponent to discuss the Proponent’s comments on the RFP, the revised Draft PA and the Interim Financial Review Submittal; and
 - iv. Workshop 2B – separate meetings between the Province and BCIB and each Proponent to discuss the Proponent’s comments on the revised Draft BCA and the Interim Workforce Requirements Submittal.

The Fairness Advisor will be invited to all such Workshops and Topic Meetings.

The Province may, including at the request of any Proponent(s), schedule additional Workshops or Topic Meetings, if the Province considers it desirable or necessary, in its discretion.

3.4.2. Finalization of the Project Agreement and BCIB-Contractor Agreement

The Province will issue the initial and subsequent revised forms of the Draft PA and Draft BCA as Volume 2 and Volume 3 of this RFP, respectively. In addition to considering comments and issues discussed in the Workshops and Topic Meetings, the Province may from time to time invite Proponents to review and submit further comments in respect of the Draft PA and Draft BCA.

Any information or documentation provided to, or which comes to the attention of the Province at, or in connection with, any Workshops or Topic Meetings, including in, or as a result of questions raised during any such meetings, and further Proponent-requested amendments or information relating to commercially sensitive matters, may be subject to disclosure to the other Proponents in the discretion of the Province.

Proponents may submit additional comments, requested amendments and issues following these discussions.

The Province currently anticipates that the sequencing of submission and review of comments, issues and requested amendments and scheduling of Workshops will follow in the order outlined in Table 2. The Province may in its discretion extend, accelerate and/or modify the sequencing at any time and from time to time. Additional separate Workshops and Topic Meetings may, in the discretion of the Province, be scheduled and carried out.

Any issues, comments and requested amendments to the Draft PA and Draft BCA should be submitted in table format, identifying the agreement wording that is the subject of the issue, the comment or requested amendment, highlighting the Proponent's priorities and setting out the corresponding summary of the issue or comments, and where applicable the requested substitute wording and accompanying memorandum summarizing the rationale for the requested amendment.

The Province will consider comments, issues and requested amendments received from the Proponents. Without limiting any other provision of this RFP, including Section 5.1 of Volume 1 of this RFP, the Province may in its discretion, on its own initiative or as a result of Proponent comments or request, at any time and from time to time, including after the Technical Submittal Deadline, by Addenda amend, restructure, or supplement the initial and any revised form of Draft PA and/or the Draft BCA, including by incorporating any such Proponent-requested and any other changes.

The Province will issue the Definitive PA and Definitive BCA by Addendum as Volumes 2 and 3 of this RFP.

3.5. Authorizations, Orders and Approvals

Without limiting any other term of this RFP, the execution of the PA is subject to the issuance of all necessary Province and governmental authorizations, orders and approvals required in connection therewith, including the following:

- (a) any approvals required under the *Financial Administration Act* (British Columbia);
- (b) issuance by the Lieutenant Governor in Council of orders in council made under the *Transportation Act* (British Columbia); and
- (c) any other regulatory or other approvals required under the laws of the Province of British Columbia or Canada.

Unless otherwise provided for in this RFP, required authorizations, orders and approvals may be obtained by the Preferred Proponent and the Province, as applicable, prior to the Effective Date.

3.6. Interim Submittals

3.6.1. Interim Financial Review Submittal

The Province will conduct the interim financial review as follows:

- (a) the purpose of the interim financial review is to facilitate an early review by the Province with Proponents of:
 - i. Proponents' understanding of the Project requirements; and
 - ii. Proponents' cost assumptions with respect to the Project requirements;
- (b) prior to the Interim Financial Review Submittal Deadline, each Proponent will submit an Interim Financial Review Submittal to the Province, including:
 - i. a completed capital cost summary table in the form of, and in accordance with the Cost Items, provided in Appendix C of Volume 1 of this RFP; and
 - ii. preliminary plan, profile, and elevation drawings to illustrate the Proponent's anticipated design of the New Fraser River Bridge and associated ramps and approach spans (each drawing sized to fit on 11"x17" paper).
- (c) the Province is expecting the Interim Financial Review Submittal to include cost and input assumptions in sufficient detail to allow the Province to understand the Proponent's cost base (with at least all major cost headings included);
- (d) the Province will retain each of the Interim Financial Review Submittals as strictly confidential, and will invite each Proponent, as part of Workshop 2A, to discuss any aspect of its Interim Financial Review Submittal, including any recommendations for amendment of the Project requirements if a Proponent determines that the Project as described will exceed the Affordability Requirement; and
- (e) a Proponent's Interim Financial Review Submittal will not be considered part of its Proposal and the Province will not consider or evaluate it as to adequacy, quality, content or otherwise as part of the evaluation process described in Appendix B of Volume 1 of this RFP.

The Province understands that the values indicated in a Proponent's Interim Financial Review Submittal are not a commitment and that any and all aspects could change in the final Proposal.

3.6.2. Interim Workforce Requirements Submittal

Each Proponent will submit an Interim Workforce Requirements Submittal to the Submission Location for Interim Workforce Requirements Submittals on or before the Interim Workforce Requirements Submittal Deadline.

The purpose of the Interim Workforce Requirements Submittal is to facilitate an early review by the Province and BCIB with Proponents of their anticipated labour requirements for the Project under the BCA and anticipated BCIB-Subcontractor Agreements.

Prior to the Interim Workforce Requirements Submittal Deadline, each Proponent will submit an Interim Workforce Requirements Submittal, including the Proponent's best estimate of the anticipated labour force, with approximate numbers by Job Classifications of Employees (as those terms are defined in the Draft

BCA), that will be required by Project Co and its anticipated Applicable Subcontractors (as defined in the Draft BCA) on a month by month basis for the first year, and annually thereafter to SC3 Substantial Completion.

The Province will retain each of the Interim Workforce Requirements Submittals as strictly confidential, and will invite each Proponent, as part of Workshop 2B, to discuss any aspect of its Interim Workforce Requirements Submittal.

A Proponent's Interim Workforce Requirements Submittal will not be considered part of its Proposal and the Province will not consider or evaluate it as to adequacy, quality, content or otherwise as part of the evaluation process described in Appendix B of Volume 1 of this RFP.

3.6.3. Security Package Review Submittals

The Province invites Proponents to submit their proposed Base Security Package and Alternate Security Packages in accordance with the process described in Appendix E of Volume 1 of this RFP.

3.7. Proposal Submittal Requirements

Proposal submittal requirements are set out in detail in Appendix A of Volume 1 of this RFP, and include formatting, packaging and content requirements relating to the Proposals.

Proposals are to be delivered in the following submittals, as further described in Appendix A of Volume 1 of this RFP.

3.7.1. Technical Submittal

Proponents are to provide a Technical Submittal to the Submission Location, as described in Appendix A of Volume 1 of this RFP, before the Technical Submittal Deadline. The Technical Submittal is to include no pricing information.

3.7.2. Advance Interest Rate Submittals (“AIRS”)

The Province is willing to provide interest rate movement certainty to Proponents from the Financial Submittal to the Effective Date or the Credit Spread Refresh Lock-in Date, as appropriate, if certain conditions are met. In order to qualify for this protection, Proponents must satisfy the AIRS requirements described in Appendix D of Volume 1 of this RFP.

3.7.3. Financial Submittal

Proponents are to provide a Financial Submittal to the Submission Location, as described in Appendix A of Volume 1 of this RFP, before the Financial Submittal Deadline. The Financial Submittal is to include the Contract Price Proposal and supporting information.

3.7.4. Submittal Deadlines and Submission Location for Proposals

The Technical Submittal and the Financial Submittal are to be received at the Submission Location, addressed to the Contact Person.

Each AIRS Submittal is to be received at the Submission Location for Initial, Interim and Final AIRS Submittals.

Faxed, telephone or electronically submitted Proposals will not be accepted, with the exception of the Initial, Interim and Final AIRS Submittals which are to be emailed to the Contact Person.

The calendar and clock designated as the official calendar and clock by the Province at the Submission Location, whether accurate or not, will be determinative with respect to whether a Technical Submittal, including any part of a Technical Submittal, has been received before the Technical Submittal Deadline, whether a Financial Submittal, including any part of a Financial Submittal, has been received before the Financial Submittal Deadline. The Province may at any time and from time to time, by Addendum sent to the Proponents (whether or not actually received by the Proponents), amend, including by extension, the Technical Submittal Deadline and/or the Financial Submittal Deadline.

3.8. Evaluation Process

3.8.1. Technical Submittal Package Review

This is a review for substantial completeness of the Technical Submittal in accordance with this RFP.

3.8.2. Technical Submittal Evaluation

The Technical Submittal evaluation will be in accordance with the evaluation criteria set out in Section A (and, if applicable, Section B) of Appendix B of Volume 1 of this RFP.

3.8.3. Invitations to Submit Technical Supplement

The Province may, in its discretion, issue an invitation to submit a Technical Supplement to the Submission Location on or before the date and before the time specified in the invitation for receipt of Technical Supplements, if,

- (a) any amendment, restructuring or supplement made after the Technical Submittal Deadline,
 - i. is made to any of the schedules of the version of Definitive PA issued as at the Technical Submittal Deadline, or
 - ii. is considered by the Province to impact on the elements of the Project Work provided for in or on the requirements of any such listed schedules; or
- (b) any document is posted to the Data Room after the Technical Submittal Deadline and contains

information which is considered by the Province to impact on the elements of the Project Work provided for in or on the requirements of any such listed schedules, and

- (c) the Province considers any such amendment, restructuring or supplement, or any such impact, as applicable, to be so material, having regard to the applicable elements of the Project Work or the applicable requirements provided for in the schedule or schedules, as the case may be, as to necessitate review by the Proponents of their Technical Submittals.

The Province may in its discretion issue an invitation under this Section on its own initiative or on consideration of a Proponent's request delivered by RFI in accordance with Section 4.4 of Volume 1 of this RFP.

In considering whether to issue an invitation under this Section, the Province, may as part of the consideration process or otherwise, seek and consider comment, information and documentation from the Proponents. Proponents requesting that an invitation under this Section be issued will include in the RFI sufficient information and documentation to enable the Province to understand and assess the materiality of the amendment, restructuring or supplement or of the impact, as applicable, having regard to the applicable elements of the Project Work provided for in or to the requirements of the schedule or schedules, as applicable.

3.8.4. Technical Supplement Review and Evaluation

If a Technical Supplement is invited, a review of the Technical Supplement will be made for substantial completeness and an evaluation of the Technical Supplement will be made in accordance with this RFP.

3.8.5. Financial Submittal

Proponents are to prepare their Financial Submittal on the basis of:

- (a) the Affordability Requirement;
- (b) the Definitive PA, without amendment, and including any further information and documentation; and
- (c) the Definitive BCA, without amendment, and including any further information and documentation.

3.8.6. Financial Submittal Package Review

This is a review for substantial completeness of the Financial Submittal in accordance with this RFP.

3.8.7. Financial Submittal Evaluation

The evaluation of the Financial Submittal will be in accordance with the evaluation criteria set out in Section C of Appendix B of Volume 1 of this RFP.

3.8.8. Invitation to Deliver Preferred Proponent Security Deposit

The Province will, subject to the terms of this RFP, invite the Proponent that has delivered a Proposal that:

- (a) substantially satisfies the requirements of this RFP and the Definitive PA;
- (b) receives the highest ranking in accordance with the evaluation criteria set out in Appendix B of Volume 1 of this RFP; and
- (c) otherwise is considered, in accordance with this RFP, to be eligible to be selected to receive such an invitation,

to deliver the Preferred Proponent Security Deposit.

The Proponent's eligibility to be considered for selection as the Preferred Proponent is, subject to the terms of this RFP, conditioned on the Proponent delivering the Preferred Proponent Security Deposit, in accordance with the invitation, on or before the date and time specified in such invitation.

3.8.9. Preferred Proponent

The Province will, subject to the terms of this RFP, select as the Preferred Proponent, the Proponent that has delivered the Preferred Proponent Security Deposit in accordance with the invitation issued pursuant to Section 3.8.8 of Volume 1 of this RFP.

The Province may, in its sole discretion, invite the Preferred Proponent to commence certain works, including certain design works, on substantially the terms set out in the Limited Notice to Proceed Agreement.

3.9. Debriefing

Following the Effective Date, representatives of the Province will, upon request, meet with Proponents and provide them with a debriefing. During such debriefing, the relative strengths and weaknesses of that Proponent's Proposal will be disclosed and discussed.

3.10. Close Process

3.10.1. PA and BCA – Finalize Terms and Close

It is the intention of the Province that, subject to Section 3.10.2 of Volume 1 of this RFP, any issues with respect to the Draft PA and Draft BCA must be finalized prior to the Financial Submittal Deadline so that the Definitive PA and Definitive BCA, once issued, will not be further modified and are to be executed by the Preferred Proponent without further negotiation or amendment, except for changes, modifications and additions:

- (a) relating to the determination by the Province in its discretion regarding which parts, if any, of the

Proposal are to be incorporated by reference or otherwise into the PA or BCA or otherwise pursuant to express provisions of the PA or BCA, and changes and additions as a consequence of or in connection with such incorporations;

- (b) to those provisions or parts of the Definitive PA and Definitive BCA which are indicated as being subject to completion or finalization or which the Province determines in its discretion require completion or finalization, including provisions which require;
 - i. the modification or the insertion or addition of information relating to the Proponent's formation (corporate, partnership or other) and funding structure; and
 - ii. the modification or the insertion or addition of information in order to reflect accurately the nature of the Proponent's relationships with its principal subcontractors (including each of the Principal Contractors) and lenders;
- (c) required by the Province in its discretion to complete, based on the Proposal, any provision of the Definitive PA or Definitive BCA, including changes, modifications and additions contemplated in or required under the terms of the Definitive PA or Definitive BCA;
- (d) that the Province, in its discretion, considers are necessary to create or provide for a duly authorized and legally complete, enforceable and binding agreement;
- (e) that the Province, in its discretion, considers are necessary solely to enhance clarity in legal drafting; and
- (f) that reflect Acceptable Equivalentents in accordance with Section 2.2.11.

3.10.2. Negotiations

If the Preferred Proponent submitted a Proposal that does not meet the Affordability Requirement, the Province may, in its discretion, and without limiting any other term of this RFP, including 5.3 of Volume 1 of this RFP, by delivery of written notice, invite the Preferred Proponent to enter into negotiations with a view to obtaining a PA which the Province considers in its discretion to be in the interests of or advantageous to the Province or otherwise acceptable to the Province.

The negotiations may, in the Province's discretion, extend to any matter whatsoever, including changes and additions to, and removals of, any one or more aspects or parts, including design, technical, scope, schedule, commercial, risk, financing, pricing aspects or parts, of the Project, the Definitive PA, the Definitive BCA, the Proposal and the Project Work.

Neither the Province nor the Preferred Proponent will be under any obligation or duty, whether in contract, tort, statute or common law, to negotiate any matter, to continue negotiations or to obtain a PA through this process.

The Province may at any time and from time to time, and for any reason that the Province in its discretion considers to be in the interests of the Province, including if the Preferred Proponent declines to accept the Province’s invitation to enter into negotiations, revoke the invitation and, if applicable, terminate negotiations with the Preferred Proponent and proceed to take any one or more steps that the Province in its discretion considers to be in its interests or to its advantage including:

- (a) proceed with the same Proponent as Preferred Proponent to finalize and settle the Definitive PA and Definitive BCA as contemplated in Section 3.10.1 of Volume 1 of this RFP in which case the terms of Section 3.10.1 of Volume 1 of this RFP will apply;
- (b) discontinue the process with the Proponent, select another Proponent as Preferred Proponent and invite that Proponent to enter into the negotiations contemplated in this Section 3.10.2;
- (c) discontinue the process with the Proponent and select another Proponent as Preferred Proponent to finalize and settle the Definitive PA and Definitive BCA as contemplated in Section 3.10.1 of Volume 1 of this RFP in which case the terms of Section 3.10.1 of Volume 1 of this RFP will apply;
or
- (d) any of the steps contemplated in Section 5.3 of Volume 1 of this RFP.

3.11. Fairness Advisor

Jane Shackell, Q.C. has been appointed as the Fairness Advisor by the Province with responsibility to review the development and implementation of the Competitive Selection Process from a fairness perspective, including by participating in any or all aspects of the Workshops and the Topic Meetings. This includes, but is not limited to, monitoring the evaluation, including the ranking, of the Proposals and the selection, if any, of the Preferred Proponent. The Fairness Advisor will report only to the Province and will provide, on an ongoing basis, an objective opinion as to the fairness of the Competitive Selection Process. In particular, the Fairness Advisor will provide a written report in respect of the Proposal evaluation process which will be made public at the time of selection of the Preferred Proponent.

3.12. Timetable

The anticipated timetable for the Competitive Selection Process is set out in Table 2.

Table 2 - Anticipated Timetable for the Competitive Selection Process

Activity	Date
RFP Issued	February 14, 2019
Topic Meeting – All-Proponents Information Meeting	February 28, 2019
Identified Indigenous Groups Business to Business Networking Event	March 15, 2019 Afternoon

Activity	Date
Business to Business Networking Event	March 15, 2019 Morning
Proponents submit agendas for Workshop 1A and Workshop 1B	March 22, 2019
Workshop 1A – One-on-one Draft PA meeting Workshop 1B – One-on-one Draft BCA meeting	April 9 to 18, 2019 (Each Proponent to be scheduled for two consecutive days)
Initial Security Package Review Submittal Deadline	May 16, 2019
Revised RFP (including Draft PA and Draft BCA) issued	Week of May 13, 2019
Proponents submit agendas for Workshop 2A and Workshop 2B	June 7, 2019
Interim Financial Review Submittal Deadline	11:00 AM local Vancouver time on June 7, 2019
Interim Workforce Requirements Submittal Deadline	11:00 AM local Vancouver time on June 7, 2019
Workshop 2A – One-on-one revised Draft PA meeting and Interim Financial Review Submittal review Workshop 2B – One-on-one revised Draft BCA meeting and Interim Workforce Requirements Submittal review	June 20 to 27, 2019 (Each Proponent to be scheduled for two consecutive days)
Follow-up Security Package Review Submittal Deadline	August 29, 2019
Definitive PA and Definitive BCA issued	Week of July 22, 2019
Initial AIRS Submittal Deadline	11:00 AM local Vancouver time on September 26, 2019
Technical Submittal Deadline	11:00 AM local Vancouver time on October 4, 2019
Interim AIRS Submittal Deadline	11:00 AM local Vancouver time on October 17, 2019
Final Security Package Review Submittal Deadline	October 16, 2019
Final AIRS Submittal Deadline	11:00 AM local Vancouver time on November 14, 2019
Financial Submittal Deadline	11:00 AM local Vancouver time on November 28, 2019
Announcement of Preferred Proponent	Fall 2019

4. GENERAL INFORMATION AND INSTRUCTIONS

4.1. Background Investigations, Surveys and Studies

Investigations, surveys, and studies have been and are anticipated to continue to be undertaken with respect to the Project. Reports and other material relating to these activities are included in and will continue to be added to the Data Room.

4.2. Investigations, Surveys and Studies by Proponents

Each Proponent is responsible for conducting its own independent due diligence and for satisfying itself as to all aspects of the Project, including assessments, investigations, examinations, surveys, and studies which they consider necessary, desirable, beneficial, or appropriate at their own cost.

Proponents are responsible for making their own arrangements in respect of access to lands that are not owned or administered by the Province.

Proponents will coordinate any field work or any access to any non-public part or parts of the Project Lands and adjacent areas, including to any part of lands owned, operated, or administered by a Railway, through the Province by submission of a request to the Contact Person, to ensure that inconvenience to land owners, tenants, road users, and other contractors is kept to a minimum, and to ensure that environmental, safety and time constraints are taken into account. The request for access should be submitted as early as possible, and in any event at least 96 hours in advance of the time for any proposed access, and should include the requested access or field work date(s), time(s), location(s), and proposed field work or activities.

The Province will provide no insurance or workers compensation coverage for any matter whatsoever to any Proponents, Proponent Team Members, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them. Access to the Project Lands and adjacent areas, or to any other facilities or premises, may be conditioned upon Proponents providing evidence acceptable to the Province that insurance and indemnities, acceptable to the Province, are in place and granted as the case may be; that the Proponent and its Proponent Team Members and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them are registered with the Workers' Compensation Board of British Columbia in accordance with applicable Laws, or have employer's liability insurance in amounts and on terms and conditions acceptable to the Province; and that a Representative of the Province be present during the Proponent's works and activities at the access locations. Without limiting the foregoing, access to any part of the lands owned, operated, or administered by a Railway may be conditional on satisfaction of any additional requirements of a Railway, as the case may be.

Proponents are responsible for obtaining and holding any and all rights, permits, licences, consents, approvals and authorities required by any governmental agency or authority or other person to carry out any such field work, assessments, investigations, and surveys.

4.3. Data Room

The Province has established a Data Room for the Project and the Competitive Selection Process.

At any time and from time to time, during the Competitive Selection Process, the Province may, in its discretion and without any notification, update information in the Data Room, including by adding, supplementing, replacing or modifying information. Proponents are solely responsible for checking the Data Room frequently and on an ongoing basis to inform themselves of any such updates. Proponents are solely responsible for ensuring that they have software, which allows them access to, and use of, any information in the Data Room.

All information in the Data Room is subject to the terms of the Proponent Agreement, the Confidentiality Agreement and the Data Room Terms of Access.

In the event of conflict or inconsistency between material downloaded from the Data Room and the applicable material as posted in the Data Room, the posted contents of the Data Room will govern and take precedence.

4.4. Communications and Enquiries

Except as expressly provided for in this RFP, Proponents will direct all communications in relation to this RFP or any part of the Competitive Selection Process, the Project, the Draft PA, the Definitive PA, the PA, the Draft BCA, the Definitive BCA, the BCA or the preparation of any Proposal, including questions, inquiries, comments, RFI, requests for clarification, and requests for Topic Meetings or Workshops to the Contact Person in writing by email, hand or courier and clearly marked “Pattullo Bridge Replacement Project RFP Enquiry”. All communications and enquiries to and responses from the Contact Person will be recorded.

Information or documentation obtained from any source other than the Contact Person is not official, will not be binding on the Province, and may not be relied on or otherwise used in any way for any purpose whatsoever. The Province in its discretion may but will not be obligated in any way whatsoever to respond to any RFI or any other communication or enquiry.

Proponents will communicate with the Province or any of its representatives in relation to this RFP, any part of the Competitive Selection Process, the Project, the Draft PA, the Definitive PA, the PA, the Draft BCA, the Definitive BCA, the BCA or the preparation of their Proposals, only:

- (a) in writing via the Contact Person using a Request for Information in accordance with the Requests

for Information and Distribution of Information protocol set out in Schedule 3 to the Proponent Agreement;

- (b) in Workshops and Topic Meetings, and any additional meetings subject to the terms of this RFP and in accordance with the Workshops and Topic Meeting Schedule;
- (c) as may be otherwise expressly invited in writing by the Contact Person; and
- (d) as may be expressly permitted by this RFP, including in accordance with the response guidelines set out in Appendix A of Volume 1 of this RFP.

The Province may in its discretion distribute any communication, information or enquiry, including any RFI or Response to Proponents to all the Proponents. If the Province in its discretion considers an RFI or the corresponding Response to Proponents to be of a minor or administrative nature and to relate only to the Proponent, or to any other of the Proponents who submitted the RFI, the Province may issue a Response to Proponents only to the Proponent or any other of the Proponents who submitted the RFI.

Despite any other term of this RFP and any RFI or other communication being identified as “Commercial in Confidence”, if the Province in its discretion, considers the matter to be a matter of substance or a matter that should be brought to the attention of the Proponents for purposes of fairness in or maintaining the integrity of the Competitive Selection Process, the Province may deliver an Addendum or a Response to Proponents relating to the matter to all the Proponents.

Without limiting the foregoing, if the Province considers, in its discretion including for purposes of fairness in or maintaining the integrity of the Competitive Selection Process, that the Province should not respond to an RFI that is marked “Commercial in Confidence” on a confidential basis, the Province will notify the Proponent and specify the time period within which the Proponent may withdraw its RFI in writing. If the Proponent does not withdraw the RFI within the time specified by the Province, then the Province in its discretion may provide to all Proponents the Province’s response to the RFI.

Proponents will not communicate, including by media releases or interviews, and will ensure that its Proponent Team Members, including their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them do not communicate, in respect of any part or parts of the Project or the Competitive Selection Process with the media or the public without the prior written consent of the Province.

Each Proponent will notify the Province of requests for interviews or other requests from the media received by the Proponent or any of its Proponent Team Members and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them, in connection with the Project or the Competitive Selection Process.

5. GENERAL MATTERS

5.1. Amendment or Cancellation of Competitive Selection Process

This RFP may be amended only by Addenda issued by the Province.

The Province may in its discretion at any time, and from time to time, including after the Technical Submittal Deadline, by Addendum, amend, supplement or otherwise modify, any part or all of this RFP, including the Draft PA, the Definitive PA, the Draft BCA and the Definitive BCA including by extending or accelerating any schedules, timetables, or dates, including any timetables or schedules for the Competitive Selection Process or the Project, the Technical Submittal Deadline and the Financial Submittal Deadline, or any of them, by adding to, reducing or otherwise modifying the evaluation process, including the ranking, for Proposals, or the scope or any other part of the Project, or by suspending, postponing, canceling or re-issuing, all or any part of this RFP.

5.2. No Contract

This RFP is neither an offer nor an agreement to purchase goods or services. No contract of any kind arises from or is formed under or entered into pursuant to this RFP, including as a result of the submission or evaluation of a Proposal, and no legal obligations or duties of any kind, express or implied and whether in contract, tort or otherwise, are constituted by or arise from or out of this RFP, including the submission or evaluation of a Proposal, and including any actual or implied duty of good faith or actual or implied duty of fairness. Neither this RFP nor the submission or evaluation of a Proposal is to be interpreted or construed as constituting or giving rise to any contract or any such legal obligations or duties.

5.3. No Obligation to Proceed or Make any Selection

The Province has no obligation or duty, in any way, whether in contract, tort or otherwise, including if:

- (a) the Province receives only one Proposal that substantially satisfies the requirements of this RFP and the Definitive PA; or
- (b) only one Proponent remains to be considered for selection as the Preferred Proponent; or
- (c) the Province selects a Preferred Proponent;

to complete this RFP stage or proceed with or to any part of the Competitive Selection Process, to enter into the PA, or any agreement with respect to all or any part of the Project, with any Proponent, the Preferred Proponent if one is selected and offered the opportunity, or any Person.

The Province has no obligation or duty, in any way, whether in contract, tort or otherwise, to:

- (a) accept, review or evaluate any one or all Proposals; or
- (b) extend any invitations, to consider any Proponent for selection as a Preferred Proponent; or

- (c) select a Preferred Proponent, or to continue with a Preferred Proponent; or
- (d) accept the Proposal that receives the highest ranking in accordance with the evaluation criteria set out in this RFP, or any Proposal; or
- (e) accept, reject, or disqualify any or all Proposals, including any that do not satisfy all requirements set out in this RFP or for which necessary orders, authorizations, and approvals, including governmental authorizations, orders and approvals, have not been obtained.

Without limiting any other term of this RFP, the Province may in its discretion for any reason, (including if the Province does not select a Preferred Proponent), at any time or within six months of the Financial Submittal Deadline, if the Province elects not to continue with a Preferred Proponent, (if selected), or if the Province elects not to enter into the PA, or at any time during this RFP stage, for any other reason that the Province in its discretion considers to be in the interests of or advantageous to the Province:

- (a) terminate the Competitive Selection Process, including this RFP;
- (b) take any steps that the Province in its discretion considers to be in the interests of, or advantageous to the Province, including implement or issue any other procurement or other process including a negotiation process for, or to proceed in any other manner whatsoever, at any time and from time to time, with any part of parts of the Project or Project Work, including any part or parts of the design, construction, operation, maintenance, rehabilitation or financing of any part or parts of the lands and infrastructure comprising or anticipated to comprise the Project.

In so doing, the Province may at any time, and from time to time, contract directly with any Person, on such terms as the Province may in its discretion deem appropriate, including any one or more Proponent Team Members or any contractors, advisers or other Person engaged by or through or associated with any Proponent.

A negotiation process referenced in this Section 5.3 may:

- (a) proceed with the Proponent who submitted the Proposal which the Province considers, in its discretion, to be most advantageous to the Province, and the Province may attempt to finalize an agreement, including a PA, as applicable, with that Proponent on terms, conditions, and as to scope acceptable to the Province; or
- (b) proceed with any Person whom the Province considers, in its discretion, to be capable of completing the Project, or any parts thereof, for a price and on terms and conditions acceptable to the Province, and to be otherwise appropriate.

5.4. Proposal Review and Evaluation

In administering and carrying out its functions under this RFP, or in any aspect of the Competitive Selection Process, including in reviewing, evaluating, and ranking Proposals, the Province may, in its discretion and

in confidence utilize, be assisted by, consult with, obtain and rely upon input, advice and direction from technical, financial, managerial and legal advisors and consultants in any way that the Province considers in its discretion will be of assistance to the Province. Such advisors and consultants may be representatives and employees of the Province, of government agencies and/or of private sector firms.

Review and evaluation, including ranking, of Proposals may be conducted by evaluators comprised of employees and representatives of the Province, of government agencies and/or of private sector firms.

The Province may in its discretion establish its own methods and procedures for the review, evaluation and ranking of Proposals and the selection of a Preferred Proponent, if any.

The Province may in its discretion take any one or more of the following steps, at any time and from time to time in connection with the review and evaluation, including ranking, of any aspect of a Proposal, including if the Province considers that any Proposal or any part of a Proposal requires clarification or more complete information, contains defects, alterations, qualifications, omissions, inaccuracies or misstatements, or does not for any reason whatsoever satisfy any requirements of this RFP at any time, or for any other reason the Province in its discretion deems appropriate and in the interests of the Province and the Competitive Selection Process, or either of them:

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Proposal;
- (c) conduct credit, reference, criminal record, litigation, bankruptcy, tax payer information and other checks and obtain references from Persons, including Persons other than those listed by Proponents in any part of their Proposals;
- (d) not proceed to review and evaluate or discontinue the evaluation of any Proposal and disqualify the Proponent from this RFP and the Competitive Selection Process;
- (e) reject in whole or in part any Technical Supplement, if any are invited;
- (f) seek clarification, rectification or more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any Proposal.

Without limiting the foregoing, the Province may in its discretion, decline to review, evaluate or rank, or may reject outright any Proposal which in the opinion of the Province is materially incomplete or irregular, which contains omissions, exceptions or variations not acceptable to or material to the Province, which contains a false or misleading statement, claim or information, or for which background investigations reveal any false statements, criminal affiliations or activities by a Proponent or Proponent Team Member and their

respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them.

To enable the Province to take any one or more of the above-listed steps, the Province may enter into separate and confidential communications of any kind whatsoever, including by meetings or interviews, with any Person, including any Proponent. The Province has no obligation whatsoever to take the same steps or to enter into the same or any communications in respect of all Proponents and Proposals, or in respect of any Proponent, including the Proponent whose Proposal is the subject of the review or evaluation, as the case may be.

The review and evaluation, including the ranking, of any Proposal may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.

Proponents will not submit any clarifications, rectifications, information or documentation in respect of the Technical Submittal after the Technical Submittal Deadline and in respect of the Financial Submittal after the Financial Submittal Deadline, without the prior approval of the Province or at the invitation or request of the Province.

If any information, including information as to experience or capacity, contained in a Proposal is not verified to the Province's satisfaction through such checks, the Province may, in its discretion, not consider such cited experience, capacity or other information.

The Province is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent or any Proposal.

The Province's decision in its discretion as to whether or not a Proposal substantially satisfies the requirements of this RFP and the Definitive PA will be final and the Province need not consult with any Proponent in making its decision.

5.5. Participation in the Competitive Selection Process

If a Proponent fails to observe any term of this RFP or to comply with any term of the Proponent Agreement, or fails to ensure that its Proponent Team Members and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them observe the terms of this RFP or of the Proponent Agreement, or the Province becomes aware through investigations or checks, or otherwise, of false statements, criminal affiliations or activities by a Proponent or any Proponent Team Member or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any

other Persons associated with any of them, as the case may be, the Province may, in its discretion at any time and from time to time, including during the review and evaluation, including ranking, of any Proposal:

- (a) acknowledge the Proponent's ineligibility to continue to participate in the Competitive Selection Process;
- (b) decline to or cease to review, evaluate or rank, or reject outright the Proponent's Proposal;
- (c) decline to consider a Proponent for selection as a Preferred Proponent, regardless of whether or not the Proponent receives the highest ranking in accordance with the evaluation criteria set out in this RFP;
- (d) decline to continue with a Preferred Proponent, if one has been selected and designated;
- (e) disqualify the Proponent from the Competitive Selection Process; or
- (f) waive the failure or failures on such terms and conditions as the Province may in its discretion require to satisfy the Province's consideration of the interests of the Province, including the public interest, or of any other matter that in the Province's discretion is appropriate in respect of the Competitive Selection Process.

5.6. Conflicts in Documents

If a Proponent considers any term of this RFP or the Definitive PA to be in conflict with any other part of this RFP or the Definitive PA, the Proponent will notify the Contact Person in writing in accordance with Section 4.4 of Volume 1 of this RFP, giving the details of such apparent conflict and seeking clarification. If any such conflict exists but notice is not given by a Proponent, the provision which, in the sole opinion of the Province, will provide the higher overall value or benefit to the Province, will govern and take precedence.

Subject to the foregoing, in the event of any conflict or inconsistency, the PA, including all schedules to the PA, will govern and take precedence over this RFP.

In the event of a conflict or inconsistency between the paper form as issued to Proponents of the Definitive PA, the PA or this RFP and, either, the same document as issued to Proponents in digital, electronic or other computer readable form, or the same document as posted in the Data Room, the paper form of the applicable document as issued to Proponents will govern and take precedence.

5.7. Confidentiality and Freedom of Information and Protection of Privacy

All documents and other records in the custody of or under the control of any of the Province, the Province Parties, TI Corp and Partnerships BC are subject to the FOIPPA.

Subject to the terms of the FOIPPA, the Proponent Agreement and Section 5.10 of Volume 1 of this RFP, all Proposals and other documents and records submitted by a Proponent in connection with this RFP will be considered confidential.

The Province will, subject to all applicable Laws, including the FOIPPA, and except as may be otherwise required or necessary to enable the review and evaluation of Proposals and the administration of this RFP stage and any other part of the Competitive Selection Process, use reasonable efforts to maintain the confidentiality of Proposals.

By submitting a Proposal, the Proponent represents and warrants to the Province that the Proponent has complied with applicable Laws, including by obtaining from each Person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Province as part of the Proposal for the purposes of this RFP and the Competitive Selection Process.

5.8. No Communication or Collusion

Proponents and Proponent Team Members and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them will not discuss or communicate, directly or indirectly, with any other Proponent or Proponent Team Member or contractor, subcontractor, director, officer, employee, consultant, advisor, representative or agent, or any other Persons associated with any of them of such other Proponent, regarding the preparation, content or representation of their Proposals or any other aspect of the Competitive Selection Process.

Each Proponent is to ensure that its Proposal has been prepared and submitted without collusion or fraud and in fair competition with other Proponents and Proponent Teams. Proposals will be submitted without any connection, including a connection arising solely through shareholdings or other equity interests in or of a Proponent or Proponent Team Member, knowledge, comparison of information, or arrangement, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent, including any Proponent Team Member of such other Proponent.

5.9. No Lobbying

Proponents are to ensure that they and their respective Proponent Team Members, and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them, will not in relation to the Project, this RFP, the Draft PA, the Definitive PA, the PA, the Draft BCA, the Definitive BCA, the BCA or the Competitive Selection Process, engage in any form of political or other lobbying whatsoever, and will not except as expressly contemplated by this RFP attempt to communicate in relation to any of these matters, directly or indirectly, with any representative of the Province, the Province Parties, TI Corp, Partnerships BC, BCIB, including any minister or deputy minister of the Province, any member of the Executive Council of the B.C.

Government, any members of the Legislative Assembly, any Restricted Parties, or any director, officer, employee, consultant, advisor, representative or agent of any of the foregoing, as applicable, for any purpose whatsoever, including for purposes of:

- (a) commenting on or attempting to influence views on the merits of the Proponent's Proposal, or in relation to Proposals of other Proponents;
- (b) influencing, or attempting to influence, the outcome of this RFP stage, or of the Competitive Selection Process, including the review, evaluation, and ranking of Proposals, the selection of the Preferred Proponent, or any negotiations with the Preferred Proponent;
- (c) promoting the Proponent or its interests in the Project, including in preference to that of other Proponents;
- (d) commenting on or criticizing aspects of this RFP, the Competitive Selection Process, the Project, the PA or the BCA, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- (e) criticizing the Proposals of other Proponents.

5.10. Disclosure

The following information has been or will be publicly disclosed at <https://engage.gov.bc.ca/pattullobridge/> and/or at www.partnershipsbc.ca:

- (a) the Request for Qualifications,
- (b) the names of the Short-Listed Respondents, and
- (c) the Relationship Review Process Description.

Additional information that may be publicly disclosed, subject to government policy and FOIPPA, by posting it at <https://engage.gov.bc.ca/pattullobridge/> and/or at www.partnershipsbc.ca includes:

- (d) Volume 1 of this RFP,
- (e) the name of a Preferred Proponent, and
- (f) the Project Report to be published shortly after the Effective Date.

The Draft PA and Draft BCA are confidential and are not intended to be made publicly available unless otherwise required by government policy or Law. The PA, excluding those portions that may be severed pursuant to the FOIPPA, will be disclosed publicly following the Effective Date.

5.11. Changes to Proponent Team Members

Subject to the terms of this RFP, Changes to any Proponent Team Member either before or after delivery of any component of the Proposal, may only be made with the permission of the Province. If for any reason a Proponent wishes to make or requires that a Change be made, the Proponent will deliver a written request to the Province for its consent to the proposed Change.

The Proponent will include in such written request the reason for the proposed Change, a comprehensive description of the proposed Change, the full legal name(s) of the Person(s) affected by or involved with the proposed Change, together with a clear and concise description of the legal nature and status of such Person(s), sufficient to correctly and fully legally describe the Persons affected by or involved with the proposed Change, and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualifications and abilities of the individuals or entities involved in the proposed Change to demonstrate that the proposed Change, if permitted, would result in the Proponent, the Proponent Team Members, considered as a whole and considered separately, meeting or exceeding, in the sole opinion of the Province, the suitability, qualifications, experience, and abilities of the Proponent, and the Proponent Team Members considered as a whole before the proposed Change. The Proponent will provide such further information and documentation as the Province may request in the Province's discretion for the purpose of considering any such request, and any such additional information and documentation, including the request for a proposed Change, may in the discretion of the Province be included in the evaluation of the Proponent's Proposal.

The Province may, in its discretion, by written notice refuse or permit the proposed Change. Any permission of the Province may be on such terms and conditions as the Province may consider appropriate.

The Proponent will immediately notify the Province if, after submission of any component of the Proposal a material change in circumstances, including a Change, occurs which may:

- (a) adversely affect a Proponent's ability to enter into or perform the PA including any aspects of the Project Work; or
- (b) adversely affect a Proponent's ability to finance the Project or obtain the necessary financing to enter into the PA.

Such a change may not automatically render a Proponent ineligible so as to be disqualified from the Competitive Selection Process. The Province's decision in its discretion as to whether or not to disqualify a Proponent as a result of such a change will be final and binding.

5.12. Relationship Disclosure and Review Process

Without limiting any other term of this RFP, the Province may in its discretion notify any Proponent that it is or has become ineligible to participate in or continue participating in the RFP phase or any other part of the Competitive Selection Process where the Province, at its discretion, considers the Proponent or any of its

Proponent Team Members to have an actual or perceived conflict of interest or unfair advantage or to have a relationship that has the potential for creating an actual or perceived conflict of interest or unfair advantage.

Each Proponent will, by written notice addressed to the Contact Person, promptly after becoming aware of any such relationship, whether before or after delivery of the Technical Submittal or the Financial Submittal, fully disclose all relationships that the Proponent or any of its Proponent Team Members has, or had, with the Province, the Province or any agency, authority, board, tribunal, commission or department of the Province, BCTFA, BCIB, TI Corp, Partnerships BC, any Restricted Party or any other Person providing advice or services to the Province or the Province Parties with respect to the Project, and all relationships of which it or any of its Proponent Team Members is aware between any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them with the Province, the Province or any agency, authority, board, tribunal, commission or department of the Province, BCTFA, BCIB, TI Corp, Partnerships BC, any Restricted Party or any other Person providing advice or services to the Province or the Province Parties with respect to the Project that constitutes an actual or perceived conflict of interest or unfair advantage or has the potential for creating an actual or perceived conflict of interest or unfair advantage.

At the time of disclosure of such relationship, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been or will be implemented to mitigate, minimize or eliminate any actual, potential or perceived conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and may be required to implement such additional measures as the Province may require in its discretion in connection with the Province's consideration of the disclosed relationship and proposed measures.

A description of the Project relationship review guidelines is posted on the Project website (<https://engage.gov.bc.ca/pattullobridge/>).

The Province may in its discretion waive any and all potential, actual or perceived conflicts or interest or unfair advantage, or the impacts of any existing relationships. Any waiver may be upon such terms and conditions as the Province in its discretion may require, to satisfy itself that the conflict or interest or unfair advantage, actual, potential or perceived, or impact, or consequence of the relationship, as the case may be, has been appropriately mitigated, minimized, or eliminated, including by requiring the Proponent, any Proponent Team Member, any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, and any other Persons associated with any of them and affected persons or entities to put into place such policies, procedures, measures and other safeguards as may be required by and are acceptable to the Province, in its discretion, to ensure that any and all Confidential Information the Proponent or any Proponent Team Member or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them may have continues to be kept confidential and not disclosed or used except as expressly permitted by the Province.

Without limiting the generality of the foregoing, the Province may, in its discretion, require the Proponent or Proponent Team Member or contractor, subcontractor, director, officer, employee, consultant, advisor, representative or agent, or other Person associated with any of them to substitute a new person or entity for the person or entity giving rise to the potential or actual conflict of interest or unfair advantage, or who has the existing relationship.

5.13. Relationships

5.13.1. Restricted Parties

As at the date of issue of this RFP, the Province has identified the following Persons as Restricted Parties:

- Aird and Berlis LLP
- AMTG Consulting Ltd.
- Anthony Steadman and Associates Inc.
- 0763058 B.C. Ltd. & Trails Holdings Ltd. (DBA Archer CRM Partnership)
- BC Hydro and Power Authority (in relation to the Community Benefits Agreement only)
- 1127801 BC Ltd. (Bindu Chembrakkalathil)
- Boughton Law Corporation
- Bunt & Associates Engineering Ltd.
- Canaccord Genuity Inc.
- Carston-Aimes Construction Consultants Ltd.
- Charter Project Delivery Inc.
- Collings Johnston Inc.
- Core 6 Environmental Ltd.
- Cornerstone Planning Group Partnership
- DL Shaw Consulting Inc.
- DM Fourchalk Property Consultants Inc.
- Farris LLP
- 669251 Alberta Ltd. (Frank Margitan)
- Golder Associates Ltd
- G.R.E. Consulting Ltd.
- Harris & Company LLP
- Hatfield Consultants Partnership
- Infra-Link Consulting Ltd.
- Infrastructure Studio
- J Buckle Consulting Ltd.

- JE Project Solutions Ltd.
- Jemma Scoble and Associates Consulting Inc.
- Kirk & Co. Consulting Ltd.
- KPMG LLP
- Lanarc 2015 Consultants Ltd. (HB Lanarc)
- Lucas Solutions Ltd.
- Miller Thomson LLP
- Modus Planning, Design & Engagement Inc.
- MP2 Enterprises Inc.
- Northwest Hydraulic Consultants Ltd.
- Norton Rose Fulbright Canada LLP
- Parsons Inc.
- Partnerships British Columbia Inc.
- Pierce Lefebvre Consulting
- Roper Greyell LLP
- RWA Projects Inc.
- RWDI Air Inc.
- Sun Coast Consulting Ltd.
- Terra Archaeology Ltd.
- T.J. Cooper Management Consultants Ltd.
- Urban Systems Ltd.
- WSP Canada Group Limited
- Young Strategies Ltd.

This is not an exhaustive list of Restricted Parties. Additional Persons may be identified by the Province as Restricted Parties, including by being added to the list during the Competitive Selection Process.

The Province at its discretion may notify any Proponent that it is or has become ineligible to participate in or continue participating in the RFP phase or any other part of the Competitive Selection Process, or impose such conditions on the Proponent's participation or continued participation in the Competitive Selection Process as the Province may consider to be in the public interest or otherwise appropriate if the Proponent, any of its Proponent Team Members or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and any other Persons associated with any of them is a Restricted Party or if the Proponent, any of its Proponent Team Members or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and any other Persons associated with any of them uses, directly or indirectly, a Restricted Party:

- (a) to advise or otherwise assist it; or
- (b) as an employee, advisor or consultant,

in connection with the Proponent's participation, including as an investor, in the Competitive Selection Process, including in connection with the preparation of the Proponent's Technical Submittal and Financial Submittal.

Each Proponent is responsible to ensure that, in connection with the Proponent's participation in the Competitive Selection Process, neither it nor any of its Proponent Team Members nor any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them is or includes or uses, consults or seeks advice, directly or indirectly, from any Restricted Party.

5.13.2. Shared Use Persons

Shared Use Persons may enter into arrangements with any and all Proponents, but may not enter into exclusive arrangements with any Proponent and a Proponent may not enter into exclusive arrangements with any Shared Use Person. Shared Use Persons include Persons who have unique or specialized information or skills such that the Province considers, in its discretion, their availability to all Proponents to be desirable in the interests of the Competitive Selection Process. No Shared Use Persons have been identified. The Province may from time to time identify and add other Persons to the list of Shared Use Persons.

5.13.3. Identified Indigenous Shared Use Persons

Identified Indigenous Shared Use Persons may enter into arrangements with any and all Proponents, but may not enter into exclusive arrangements with any Proponent and a Proponent may not enter into exclusive arrangements with any Identified Indigenous Shared Use Person. Identified Indigenous Shared Use Persons include Persons that request to be classified by the Province as such and are determined by the Province to conform to the definition of either an Identified Indigenous Business or an Identified Indigenous Joint Venture as set out in Section 7. The Province will provide Proponents with details for Identified Indigenous Shared Use Persons by Addendum.

The Province may from time to time amend the list of Identified Indigenous Shared Use Persons by adding or removing Persons.

5.13.4. Exclusivity

Proponent Team Members may participate as members of and are to be exclusive to only one Proponent Team.

5.13.5. Conflict of Interest Adjudicator

Doug Hopkins has been appointed as the Conflict of Interest Adjudicator to make decisions on conflicts of interest and unfair advantage and other relationships, including Connections (as defined in section 5.13.8 of Volume 1 of this RFP), involving participants and prospective participants in the Competitive Selection Process, including whether any Person is a Restricted Party. The decision of the Conflict of Interest Adjudicator on any issue, whether in response to a request for ruling or a request by the Province during any phase of the Competitive Selection Process, is final and binding on the Person requesting the ruling and on all other Persons, including all Proponents, their Proponent Team Members and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, any other Persons associated with any of them, and the Province.

5.13.6. Proponent Requests for Rulings

A Proponent, current or prospective Proponent Team Member or a current or prospective advisor or consultant to a Proponent or Proponent Team Member who has any concerns regarding whether it or any of its current or prospective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with it, is or may be a Restricted Party or becomes aware of circumstances that may constitute or give rise to an actual, potential or perceived conflict of interest or unfair advantage should request a ruling.

In order to request a ruling, the Person seeking the ruling should submit to the Contact Person by email, hand or courier delivery, not less than 10 Business Days prior to either the Technical Submittal Deadline or the Financial Submittal Deadline, all relevant information and documentation, including, the following information:

- (a) the names and contact information of the Proponent and the Person in respect of which the ruling is requested;
- (b) a detailed description of the relationship that may constitute or give rise to an actual, potential or perceived conflict of interest or unfair advantage;
- (c) a description of the steps taken to date and future steps proposed to be taken to eliminate or mitigate the conflict of interest or unfair advantage; and
- (d) copies of any relevant documentation.

Subject to the terms of this RFP, all requests for rulings will be treated in confidence. If any Person, including any Proponent or current or prospective Proponent Team Member or advisor or consultant is identified as a Restricted Party, it may be listed in an Addendum to this RFP or in subsequent Competitive Selection Process documents as a Restricted Party.

5.13.7. Province Requests for Rulings

The Province may on its own initiative, at any time and from time to time, including during any part of the evaluation of any Proposal, seek rulings from the Conflict of Interest Adjudicator, if Persons who may be Restricted Parties, or if actual, potential or perceived conflicts of interest or unfair advantage are brought to, or otherwise come to the attention of, or are identified by the Province. If the Province seeks a ruling, it will endeavour to provide the Conflict of Interest Adjudicator with relevant information in its possession, including relevant information in its possession about the participation of the Person in the Project or other circumstances relevant to the relationship that is the subject of the request for ruling. The Province will give notice to the Persons that is the subject of the request for a ruling so that such Persons may make its own submission to the Conflict of Interest Adjudicator.

5.13.8. Connections

A “Connection” for the purposes of this RFP includes:

- (a) any connection arising directly or indirectly through the ownership or holding of shares or other equity interests, including the ownership or holding by a Proponent, any of its Proponent Team Members or their respective contractors, subcontractors, consultants, advisors, representatives and agents, of shares or other equity interests in another Proponent, any of its Proponent Team Members or their respective contractors, subcontractors, consultants, advisors, representatives and agents and including the ownership or holding by any Person, whether direct or indirect, of shares or other equity interests in
 - (i) more than one Proponent;
 - (ii) Proponent Team Members of more than one Proponent;
 - (iii) contractors, subcontractors, consultants, advisors, representatives and agents of more than one Proponent or more than one Proponent Team Member

provided that the ownership or holding of shares or other equity interests that does not confer or result in, and which could not reasonably be considered to confer or result in, the ability to influence the activities of the relevant Proponent(s), Proponent Team Member(s) or their respective contractors, subcontractors, consultants, advisors, representatives and agents in connection with the Competitive Selection Process will not be considered to fall within this paragraph (a);

- (b) any comparison, transfer or exchange of knowledge or information in relation to the Project or the Competitive Selection Process or potential for the comparison, transfer or exchange of such knowledge or information, whether direct or indirect including by way of common contractors, subcontractors, directors, officers, employees, consultants, advisors, agents or representatives or any other arrangement, between a Proponent or any of its Proponent Team Members and another Proponent or any of its Proponent Team Members; or

- (c) any other connection or relationship between a Proponent or any of its Proponent Team Members or their respective contractors, subcontractors, consultants, advisors, representatives and agents and another Proponent, any of its Proponent Team Members or their respective contractors, subcontractors, consultants, advisors, representatives and agents that the Province at its discretion considers has or may have the effect of materially adversely affecting the competitiveness or integrity of the Competitive Selection Process.

Without limiting Section 5.8, the Province at its discretion at any time and from time to time may notify either or both of the relevant Proponents that they are ineligible to participate or continue participating in the Competitive Selection Process if a Connection is identified between them or any of their respective Proponent Team Members, or any of their respective contractors, subcontractors, consultants, advisors, representatives and agents, unless the Province is satisfied at its discretion that the parties between whom the Connection has been identified are not sharing or able to share information nor coordinating nor able to coordinate their activities in connection with the Competitive Selection Process in a manner that may have the effect of materially adversely affecting the competitiveness or integrity of the Competitive Selection Process. In the event that the Province is not so satisfied, the determination as to whether either or both of the relevant Proponents, or which of the relevant Proponents, are ineligible to participate or continue participating in the Competitive Selection Process may be made by the Province on any basis that the Province, at its discretion, considers appropriate and to be solely in the best interest of the Province or the Competitive Selection Process.

A Proponent or Proponent Team Member or a prospective Proponent or Proponent Team Member who has any concerns, whether before or after delivery of the Technical Submittal or the Financial Submittal, regarding whether a Connection exists is to make full disclosure of the possible Connection to the Province upon becoming aware of the relevant circumstances giving rise to the possible Connection. The Province may at its discretion provide an assessment or, at its option, the Province may seek a ruling on the matter from the Conflict of Interest Adjudicator.

In making its full disclosure, a Proponent or Proponent Team Member or a prospective Proponent or Proponent Team Member is to submit to the Contact Person by email, hand or courier delivery all relevant information and documentation, including:

- (a) names and contact information of the Proponent or Proponent Team Member or prospective Proponent or Proponent Team Member making the disclosure and the other relevant Proponent or Proponent Team Member;
- (b) a detailed description of the relationship or other circumstances that may constitute a Connection;
- (c) a detailed description of the steps taken to date and future steps proposed to be taken to eliminate or mitigate any material adverse or potential material adverse effect of the Connection on the competitiveness or integrity of the Competitive Selection Process; and

- (d) copies of any relevant documentation.

The Province may require additional information or documentation to demonstrate to the satisfaction of the Province at its discretion that no such Connection exists or, if it does, that measures satisfactory to the Province at its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competitive Selection Process.

5.14. Delivery and Receipt

Proponents are solely responsible for ensuring that they have received the complete RFP. By submitting a Proposal each Proponent represents that the Proponent has verified receipt of a complete RFP, has understood the complete RFP, and delivers the Proposal on the basis of the complete RFP, including all Addenda.

Neither the Province, nor any of the Representatives will be in any way responsible or liable for or make any guarantee, warranty or representation whatsoever as to:

- (a) the timely, complete, effective, condition (including security) upon delivery, or receipt of any, communication, enquiry, response, information or other documentation, including this RFP, or any and all Addenda, any part of a Proposal or any amendments to any part of a Proposal, from or by any Person, including a Proponent or the Province, whether by email, by courier, by hand, or by facsimile; or
- (b) the working order, functioning with or without errors or interruptions, or malfunctioning, or capacity of any facsimile transmission equipment or electronic email or information system, including the Data Room or any notices in respect of the Data Room.

All permitted email communications or delivery of documents relating to this RFP will be deemed to have been received by the Province on the dates and times indicated on the Province's electronic equipment.

Each part of this RFP, any and all Addenda and any other communications, responses or other documentation delivered by or on behalf of the Province will be deemed validly delivered to and received by the intended recipient, including any Proponent, at the time that this RFP, such Addenda, communications, responses or other documentation, as the case may be, is issued by electronic email to the email address designated by the Proponent as the sole email address for receipt of information in connection with this RFP.

5.15. Proponent Team Members and Subcontractors

Proponents are responsible for ensuring that their Proponent Team Members and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them observe the terms of this RFP.

5.16. No Reliance

Neither the Province nor any of the Representatives makes any representation, warranty, guarantee or endorsement, or has any liability, obligation or responsibility whatsoever in contract, tort or otherwise, with respect to the scope, quality, timeliness, accuracy, reliability, appropriateness, sufficiency, relevance or completeness of any Information or any statements, representations, assurances, commitments, or agreements which Proponents believe they may have received or reached with any stakeholders, interested parties, or other Persons.

Without limiting the foregoing, any borehole logs, or test pit logs provided by or on behalf of the Province, reflect only the observations which were made at the specific locations described and at the specific times recorded, and may not be representative or indicative of anticipated or actual conditions encountered either at specific locations or immediately adjacent thereto or, with respect to groundwater and other anticipated or actual conditions, at any other times.

No actions or omissions, communications or responses, including Information, statements, opinions, comments, consents, waivers, acceptance or approvals made or raised by or on behalf of the Province or any of the Representatives, any Proponent or its respective Proponent Team Members or their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them, or any other Person, whether positive or negative, including if set out in any document or information provided by any Proponent or its respective Proponent Team Members or their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them, in relation to any matter, including the Competitive Selection Process, this RFP, the Draft PA, the Definitive PA, the PA, the Draft BCA, the Definitive BCA, the BCA, Project Requirements or the Project, at any time or times during the Competitive Selection Process, including during this RFP stage or during or before any Workshop or Topic Meeting, will be binding on the Province or be relied upon in any way by the Proponent, or the Proponent Team Members or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them for any purpose whatsoever; be deemed or considered to be an indication of a preference by the Province or any Representative even if adopted by the Proponent or another of the Proponents, or will amend or waive any term of this RFP in any way for any purpose whatsoever, unless and only to the extent expressly incorporated by Addendum, or expressly set out in a Response to Proponents issued by the Province to the Proponents.

By submitting a Proposal, each Proponent represents and warrants to the Province that its Proposal has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by the Proponent, its Proponent Team Members and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, and any other Persons associated with any of them, and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information.

Nothing in this RFP or otherwise relieves Proponents from undertaking their own investigations and examinations, including as they consider necessary, desirable, beneficial, or appropriate, and developing their own analysis, interpretations, opinions and conclusions, including in respect of any Factual Geotechnical Data, bore hole logs and test pit logs provided by or on behalf of the Province, with respect to the preparation and delivery of their Proposals, and with respect to this RFP, the Draft PA, the Definitive PA, the PA, the Draft BCA, the Definitive BCA, the BCA, Project Requirements and the Project.

Any and all use of or reliance upon, in any way whatsoever, any Information, including as described in this Section 5.16 or any statements, representations, assurances, commitments or agreements which Proponents believe they may have received or reached with any stakeholders, interested parties, or other Persons will be at their sole risk and without recourse of any kind whatsoever against the Province or any of the Representatives.

5.17. No Liability

Notwithstanding any other provision of this RFP and except as expressly set out and only to the extent expressly set out in the Proponent Agreement, neither the Province nor the Representatives, will have any responsibility, obligation or liability whatsoever whether in contract, tort or otherwise, for or in respect of any Claims by any Person, including any Proponent, Proponent Team Member, prospective member of a Proponent Team or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Persons associated with any of them, for any matter whatsoever arising out of, in connection with, or relating in any way to the Competitive Selection Process, or any part of the Competitive Selection Process, including this RFP, matters or issues contemplated or considered in the opinion of the Fairness Advisor, the Derivative Activities, or one or more Derivative Activity, or any of them, any Proponent or Proponents, the Proposal, or any Proposal, any Shared Use Person or arrangements involving a Shared Use Person, any Identified Indigenous Shared Use Person or arrangements involving an Identified Indigenous Shared Use Person, any use of or reliance on the Restricted Parties list, any identification of or failure to identify, in a timely manner or at all, any Person as a Restricted Party, any ruling or advice of or failure to provide a ruling or advice, in a timely manner or at all, of the Conflict of Interest Adjudicator.

5.18. Dispute Resolution

The Authorized Representative for the Proponent identified in its Proposal will, within 14 days of any dispute arising in any way in connection with this RFP, submit written notice to the Contact Person of such dispute.

All such disputes for which proper notice has been given to the Contract Person, that are not resolved through negotiation between the Province and the Proponent within sixty (60) days of the date of the written notice of the dispute, may by mutual agreement be referred to and finally resolved by binding arbitration in accordance with the *Arbitration Act* (British Columbia). This RFP stage and the Competitive Selection Process will continue despite any such ongoing dispute resolution.

6. INTERPRETATION

References to this RFP or the PA, or to the documents which make up the appendices or schedules to this RFP or the PA, or to any part of those documents, refer to the most current version of those documents, including all modifications, amendments and Addenda thereto made and issued by the Province to Proponents.

The headings, captions and formatting of this RFP are inserted for convenience of reference only and do not form a part of this RFP, and in no way define, limit, alter or enlarge the scope or meaning of any provision of this RFP.

As used in this RFP, gender is used as a reference term only and applies with the same effect whether the parties are masculine, feminine, corporate or other form and unless the context otherwise indicates to the contrary, the singular includes the plural and the plural includes the singular.

All monetary amounts referred to in this RFP are to lawful currency of Canada.

References to "herein", "hereunder", "hereof" and similar terms, unless otherwise expressly provided, refer to this RFP as a whole and not to any article, section, subsection or other subdivision of this RFP.

References to a section, article or a paragraph in this RFP is a reference to the whole of the section, article or paragraph in this RFP, and references to a section, article, paragraph or other part by number is a reference to the section, article, paragraph or other part, as applicable.

References to a schedule, an appendix or volume by number in this RFP or in an appendix or volume to this RFP refers to an appendix or volume, as applicable, of this RFP unless the context otherwise expressly indicates.

Each schedule, appendix and volume attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

References in this RFP to a statute whether or not that statute is defined, means a statute of the Province of British Columbia, unless otherwise stated.

References in this RFP to any statute, statutory provision, regulation, bylaws or code include any statute, statutory provision, regulation, bylaw, or code which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and include any orders, regulations, by-laws, ordinances, codes of practice, instruments or other subordinate legislation made under the relevant statute or regulation.

In this RFP, the words "include", "includes", "including" and others of like import, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to

refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

References in this RFP to “in the opinion of the Province”, “at the discretion of”, “in its discretion”, “in the discretion of the Province”, “in the Province’s discretion”, “in the sole opinion of the Province”, “the exercise by the Province of any right, power or remedy” or similar words or phrases when used in respect of the Province will be interpreted to mean the sole, absolute and unfettered, including unfettered by any implied or express duties of good faith or of fairness, discretion, opinion or exercise, as the case may be, of the Province.

References in this RFP to the Province entering into the PA, to the Province not entering into the PA, to the Province proceeding with any part or parts of the Project or the Project Work, to the Province contracting with any Person, including as contemplated in Section 5.3 of Volume 1 of this RFP, will be interpreted to include any one or more of the Province, alone, the Province together with BCTFA or BCTFA entering into the PA, not entering into the PA, proceeding with any part or parts of the Project or the Project Work, contracting with any Person, including as contemplated in Section 5.3 of Volume 1 of this RFP.

This RFP may be subject to the terms of one or more trade agreements.

7. DEFINITIONS

In this RFP, unless the context otherwise expressly requires,

- (a) (the following definitions apply to the following terms, and
- (b) any other capitalized term has the meaning given to that term in the Definitive PA, including Schedule 1.

“Acceptable Credit Rating Agency” means Moody’s Investor Services, Standard & Poor’s, Dominion Bond Rating Service or Fitch Ratings, Ltd.

“Acceptable Equivalent” has the meaning set out in Section 2.2.11 of Volume 1 this RFP.

“Addenda” means the documents expressly identified as addenda and issued by the Province to Proponents in accordance with this RFP and **“Addendum”** means any one of such documents.

“Adjustment Credit Facility” means

- (a) a Senior Credit Facility; and/or
- (b) any reinvestment product associated with the unused portion of a Senior Credit Facility (meaning bond proceeds that are drawn at Effective Date but not deployed) proposed to be adopted by a Proponent, which in either case is designated by a Proponent as an Adjustment Credit Facility in the AIRS process. For certainty, a Junior Credit Facility, partner loan, short-term cash on deposit or any other investment product may not be so designated.

“Advance Interest Rate Submittal” or **“AIRS”** has the meaning set out in Appendix D of Volume 1 of this RFP.

“Affordability Model” means the Excel model provided by the Province to Proponents in the Data Room to calculate the Contract Price Proposal.

“Affordability Requirement” has the meaning set out in Section 3.1.1 of Volume 1 of this RFP.

“Alternate Security Package” has the meaning set out in Appendix E of Volume 1 of this RFP.

“Authorized Representative” means the authorized representative for the Proponent, identified as such in the Proponent’s Proposal.

“Base Date” has the meaning given to it in Section 5.2.1 of the Package 5 Table set out in Appendix A of Volume 1 of this RFP.

“Base Rate” means the base interest rate for any proposed Senior Credit Facility as shown in the Proponent’s Financial Model.

“**Base Security Package**” has the meaning set out in Appendix E of Volume 1 of this RFP.

“**BCEAA**” means the *Environmental Assessment Act* (British Columbia).

“**BCEAO**” means the British Columbia Environmental Assessment Office.

“**BCIB-Contractor Agreement**” or “**BCA**” means:

- (a) the Definitive BCA, as may be changed, modified or added to in accordance with Section 3.10 of Volume 1 of this RFP; and
- (b) after execution, the agreement or agreements, as the case may be, executed and delivered by BCIB and Project Co for the delivery of the Project.

“**BCIB-Subcontractor Agreement**” means the form of agreement described in Section 2.2.1 of Volume 1 of this RFP and attached as Schedule 3 to the Draft BCIB-Contractor Agreement provided in Volume 3 of this RFP.

“**Benchmarks**” has the meaning set out in Section 1 of Appendix D of Volume 1 of this RFP.

“**Change**” includes, in respect of a Proponent or Proponent Team or Proponent Team Member, a change in ownership (including by ways of shareholdings, ownership of interests, or units in a general or limited partnership or otherwise) or control or redesignation, modification, removal, replacement, reorganization, addition, assignment or substitution of or in respect of any of them, including such a change affecting, relating to or connected with any guarantor of a Proponent or Proponent Team Member and “**Changed**” and “**Changes**” have corresponding meanings.

“**Claims**” includes claims, actions, proceedings, causes of action, suits, debts, dues, accounts, bonds, warranties, claims over, indemnities, covenants, contracts, losses (including direct and consequential losses), damages, remuneration, compensation, costs, expenses, grievances, executions, judgments, obligations, liabilities (including those relating to or arising out of loss of opportunity or loss of anticipated profit), rights and demands whatsoever, whether actual, pending, contingent or potential, whether express or implied, whether present or future and whether known or unknown, and all related costs and expenses, including legal fees on a full indemnity basis, howsoever arising, including pursuant to law, equity, contract, tort, statutory or common law duty, or to any actual or implied duty of good faith or actual or implied duty of fairness, or otherwise.

“**Commitment Letter**” means the letter or letters, as applicable, substantially in the form and containing the terms set out in the form of letter contained in Form 4 of Volume 4 of this RFP.

“**Competitive Selection Process**” means:

- (a) the procurement process for the Project and any part or phase or phases of the procurement

process, and includes this RFP and the RFQ, the Proponent Agreement, any and all processes relating to the RFQ and this RFP, the Workshops, Topic Meetings, any additional meetings, and any consultations, meetings and participation relating to or arising from any of the Workshops, Topic Meetings or additional meetings, other consultative and facilitative/facilitated processes, relationship review processes, including processes conducted and reports, determinations, rulings, assessments and opinions issued by the Fairness Advisor or the Conflict of Interest Adjudicator, or by the Province or committees of the Province pursuant to any relationship review process policies referenced in the RFQ or this RFP, processes and decisions and determinations made with respect to Changes, and the consultations, discussions, negotiations, closings and settling of agreements and documents relating to the Project; and

- (b) activities, participation, continued participation, waivers, evaluation, inclusion, exclusion, disqualification, determinations, opinions, rulings, reports, comments, advice, notices including notices of ineligibility, and decisions, including rejection or acceptance of any responses, submissions, information, documents, Qualification Responses, Proposals, Conforming Proposal or any other proposals, whether they, or any of them, substantially satisfy the requirements of this RFP or otherwise,

involving the Province, the Conflict of Interest Adjudicator, the Fairness Advisor, any relationship review committee of the Province, a Proponent, any Proponent Team Member, any or all the Proponents or Proponent Team Members, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other Person, in connection with the matters described in subsections (a) and (b) of this definition.

“Confidentiality Agreement” means the Confidentiality Agreement executed and delivered by the Proponent in connection with the RFQ, as supplemented by the terms of the Proponent Agreement including Section 12 of the Proponent Agreement.

“Confidential Information” has the meaning given to it in the Confidentiality Agreement.

“Conflict of Interest Adjudicator” means the Person, appointed by the Province as the conflict of interest adjudicator, and described as such in Section 5.13.5 of Volume 1 of this RFP.

“Connection” has the meaning given to it in Section 5.13.8 of Volume 1 of this RFP.

“Contact Person” means the contact at the e-mail address PBRCContact@gov.bc.ca as may be amended from time to time by the Province in accordance with this RFP.

“Contract Price Proposal” means the output calculated using the Affordability Model that is described in Section 3.1.2 of Volume 1 of this RFP.

“Credit Rating” means a credit rating from an Acceptable Credit Rating Agency.

“**Credit Spread**” means for any Senior Credit Facility the rate of interest applicable to the amount of such Senior Credit Facility as shown in the Financial Model minus the applicable Base Rate.

“**Credit Spread Hold Facilities**” means form(s) of lending facility, if any, for which a Proponent will hold the Credit Spread from Financial Submittal to Effective Date.

“**Credit Spread Refresh Lock-in Date**” has the meaning set out in Section 2.2 of Appendix D of Volume 1 of this RFP.

“**Data Room**” has the meaning given in Section 4.3 of Volume 1 of this RFP.

“**Data Room Terms of Access**” means the Data Room terms of access identified as such on the main page of the Data Room.

“**Definitive BCIB-Contractor Agreement**” or “**Definitive BCA**” means the final draft form of the Draft BCA, as revised and amended from time to time by subsequent Addenda issued in accordance with this RFP.

“**Definitive Project Agreement**” or “**Definitive PA**” means the final draft form of the Draft PA, as revised and amended from time to time by subsequent Addenda issued in accordance with this RFP.

“**Derivative Activities**” means the steps, activities, processes, and works described in Section 5.3 of Volume 1 of this RFP and “**Derivative Activity**” means any one of such steps, activities, processes and works.

“**Design-Build Contractor Guarantor**” has the meaning given to it in the RFQ.

“**Documents Escrow Agreement**” means the form of escrow agreement set out in Form 5 of Volume 4 of this RFP;

“**Draft BCIB-Contractor Agreement**” or “**Draft BCA**” means the initial draft form of the Definitive BCA issued as Volume 3 to this RFP, as revised and amended from time to time by Addenda issued in accordance with this RFP.

“**Draft Project Agreement**” or “**Draft PA**” means the initial draft form of the Definitive PA issued as Volume 2 to this RFP, as revised and amended from time to time by Addenda issued in accordance with this RFP.

“**EAC**” means Environmental Assessment Certificate.

“**Fairness Advisor**” means the Person, appointed by the Province as the fairness advisor, and described as such in Section 3.11 of Volume 1 of this RFP.

“**Final AIRS**” has the meaning set out in Appendix D of Volume 1 of this RFP.

“**Final AIRS Submittal Deadline**” means the date and time identified as such in Section 3.12 of Volume 1 of this RFP.

“**Final Security Package Review Submittal Deadline**” means the date identified as such in Section 3.12 of Volume 1 of this RFP.

“**Financial Model**” means a financial model as described in Section 5.5 of the Package 5 Table set out in Appendix A of Volume 1 of this RFP.

“**Financial Submittal**” means the documentation and information described in Section 3.7.3 of Volume 1 of this RFP, and submitted in response to and in accordance with this RFP, together with all clarifications, rectifications, and more complete, supplementary and additional information or documentation submitted by the Proponent in response to any request of the Province.

“**Financial Submittal Deadline**” means the date and time specified as such in Section 3.12 of Volume 1 of this RFP.

“**Financing Plan**” means a financing plan as described in Section 5.4 of the Package 5 Table set out in Appendix A of Volume 1 of this RFP.

“**Follow-up Security Package Review Submittal Deadline**” means the date identified as such in Section 3.12 of Volume 1 of this RFP.

“**Freedom of Information Act**” or “**FOIPPA**” means the *Freedom of Information and Protection and Privacy Act* (British Columbia).

“**Funders**” includes the Senior Lenders, Junior Lenders, Shareholders, Partners, Unitholders and Affiliates.

“**Identified Indigenous Business**” means a sole proprietorship, limited company, co-operative, partnership, or not-for-profit organization where:

- (a) at least 51% is owned and controlled by members of one or more Identified Indigenous Groups; and,
- (b) if it has six or more full-time employees, at least 33% of the full-time employees are members of one or more Identified Indigenous Groups.

“**Identified Indigenous Group**” means each of Cowichan Tribes, Halalt First Nation, Katzie First Nation, Kwantlen First Nation, Kwikwetlem First Nation, Lake Cowichan First Nation, Lyackson First Nation, Musqueam Nation, Penelakut Tribe, Semiahmoo First Nation, Squamish Nation, Stz’uminus First Nation, Tsawwassen First Nation and Tsleil-Waututh Nation.

“Identified Indigenous Joint Venture” means two or more Identified Indigenous Businesses or one or more Identified Indigenous Businesses and one or more other businesses, provided that the Identified Indigenous Business(es) has at least 51% ownership and control of the joint venture, and, if it has six or more full-time employees, at least 33% of the full-time employees are members of one or more Identified Indigenous Groups.

“Identified Indigenous Shared Use Person” means a Person described in Section 5.13.3 of Volume 1 of this RFP and includes each of the Persons listed in Section 5.13.3 of Volume 1 of this RFP and any other Persons that may, from time to time, be specifically identified as Identified Indigenous Shared Use Persons by the Province.

“Information” means any and all information including facts, records, plans, designs, calculations, figures, models, documents, drawings, descriptions of soils, site, geotechnical, geological or subsurface conditions, dewatering, opinions or interpretations based on existing or assumed information, previous studies or optimization, layouts, the Reference Concept, projections, traffic information, volume counts, classification counts, data, including origin, destination and vehicle jurisdiction data, speed and travel time information, statements or estimates of quantities of any works, assumptions or descriptions as to means or methods, availability and quality of materials, photographs, maps, specifications, reports, studies, correspondence, working papers, drafts, notes, requirements of stakeholders or interested parties, investigations, statements, representations, opinions, interpretations, analyses, and conclusions in electronic, digital, hard copy or any other form whatsoever, which is given or made available, directly or indirectly, to Proponents and to Proponent Team Members and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, and other Persons associated with any of them, or any of them, including on the RFQ Data Website, by posting in the Data Room, or during or before any Workshop or Topic Meeting, whether before or after issuance of this RFP, by or on behalf of the Province or any of the Representatives and related in any way to the Project, the Competitive Selection Process, including this RFP, the Draft PA, the Definitive PA, the PA, the Draft BCA, the Definitive BCA, the BCA, a Proposal, the Project Work, the Project Site, the Project Infrastructure, or any part of any of them, or the requirements of any Governmental Province, or any requirement of any of any of them.

“Initial AIRS” has the meaning set out in Appendix D of Volume 1 of this RFP.

“Initial AIRS Submittal Deadline” means the date and time identified as such in Section 3.12 of Volume 1 of this RFP.

“Initial Security Package Review Submittal Deadline” means the date identified as such in Section 3.12 of Volume 1 of this RFP.

“Interim AIRS” has the meaning set out in Appendix D of Volume 1 of this RFP.

“Interim AIRS Submittal Deadline” means the date and time identified as such in Section 3.12 of Volume 1 of this RFP.

“**Interim Financial Review Submittal**” has the meaning set out in Section 3.6 of Volume 1 of this RFP.

“**Interim Financial Review Submittal Deadline**” means the date and time specified as such in Section 3.12 of Volume 1 of this RFP, as it may be amended from time to time by the Province in accordance with the RFP.

“**Interim Workforce Requirements Submittal**” has the meaning set out in Section 3.6 of Volume 1 of this RFP.

“**Interim Workforce Requirements Submittal Deadline**” means the date and time specified as such in Section 3.12 of Volume 1 of this RFP, as it may be amended from time to time by the Province in accordance with the RFP.

“**Irrevocability Agreement**” means the form of irrevocability agreement set out in Form 6 of Volume 4 to this RFP.

“**Key Individuals**” means specific Persons, exclusive to one Proponent, including Project Co’ Representative, the Design-Build Contractor Director and the Long-Span Bridge Design Lead, as such Persons may be Changed in accordance with and subject to the permission of the Province pursuant to this RFP.

“**Limited Notice to Proceed Agreement**” means the form of agreement set out in Form 7 of Volume 4 to this RFP;

“**Long-Span Bridge Design Contractor**” has the meaning given to it in the RFQ.

“**OHS Regulations**” means the *Occupational Health and Safety Regulations* (British Columbia) promulgated pursuant to the *Workers Compensation Act* (British Columbia).

“**Partnerships BC**” means Partnerships British Columbia Inc.

“**Person**” means an individual, corporation, partnership, joint venture, consortium, association, trust, pension fund or union and the heirs, beneficiaries, executors, personal or legal representatives or administrators of an individual and the receivers and administrators of a corporation.

“**Preferred Proponent**” means the Proponent described in Section 3.8.9 of Volume 1 of this RFP.

“**Preferred Proponent Security Deposit**” means the sum of \$20,000,000.00 by way of an irrevocable letter of credit in the form set out as Schedule 5 to the Proponent Agreement or otherwise in form and content acceptable to the Province in its sole discretion.

“**Project**” means the “Project” as defined in the Definitive PA.

“Project Agreement” or **“PA”** means:

- (c) the Definitive PA, as may be changed, modified or added to in accordance with Section 3.10 of Volume 1 of this RFP; and
- (d) after execution, the agreement or agreements, as the case may be, executed and delivered by the Province and Project Co for the delivery of the Project.

“Proponent” means a Short-Listed Respondent.

“Proponent Agreement” means each of the three agreements relating to the Competitive Selection Process between the Province, each of the Proponents and their respective Proponent Team Members.

“Proponent Member” means, in the case of a Proponent that is an existing legal entity, that Proponent, and, in the case of a Proponent that is a partnership (general or limited) or a consortium or joint venture, includes each of the partners (general or limited) in the partnership and each of the entities comprising the consortium or joint venture, as the case may be, in each case as any such entity may be Changed from time to time in accordance with and subject to the provisions of Volume 1 of this RFP.

“Proponent Team” means, in the case of each Proponent, the Proponent Members and the Proponent’s Key Individuals, Design-Build Contractor, Long-Span Bridge Design Contractor and Design-Build Contractor Guarantor(s), in each case as Changed from time to time in accordance with and subject to the provisions of Volume 1 of this RFP.

“Proponent Team Member” means a member of a Proponent Team, in each case as Changed from time to time in accordance with and subject to the provisions of Volume 1 of this RFP.

“Proposal” means the Technical Submittal, the Technical Supplement (if applicable), the Advance Interest Rate Submittals, and the Financial Submittal submitted by a Proponent in accordance with this RFP.

“Province” means Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

“Province Party” or **“Province Parties”** means the Province and BCTFA.

“Qualification Response” has the meaning given to it in the RFQ.

“Quality Management System” has the meaning given to it in the Definitive PA and any reference in this RFP to “QMS” means the Quality Management System.

“Ranking Process” means the process described under the heading “Ranking Process” in Appendix B of Volume 1 of this RFP.

“**Reinvestment Base Rate Benchmark**” has the meaning set out in Appendix D of Volume 1 of this RFP.

“**Relationship Review Process Description**” means the Relationship Review Process Description posted by the Province at <https://engage.gov.bc.ca/app/uploads/sites/331/2019/02/PBRep-Relationship-Review-Process-Description-February-2019-FINAL.pdf>

“**Representatives**” means the Province Parties, TI Corp, Partnerships BC, the Fairness Advisor, the Conflict of Interest Adjudicator, or any of their or the Province’s respective elected officials, directors, officers, employees, servants, representatives, agents, consultants and advisors, and includes members of the Executive Council.

“**Respondent**” has the meaning given to it in the RFQ.

“**Respondent Team**” has the meaning given to it in the RFQ.

“**Response to Proponents**” is a written document specifically identified as a “Response to Proponents” as described in Section 4.4 of Volume 1 of this RFP.

“**Restricted Party**” means a Person who has participated or been involved in, or is currently participating or involved in:

- (a) the Competitive Selection Process;
- (b) the design, planning or implementation of the Project; and/or
- (c) any other relationship with the Province, Province Parties, TI Corp or Partnerships BC;

and as a result has an actual conflict of interest or may provide a material unfair advantage to any Proponent or their respective Proponent Team Members or may provide Confidential Information to any Proponent or their respective Proponent Team Members that is not, or would not reasonably be expected to be, available to other Proponents or their respective Proponent Team Members, and includes, if the Person is a corporate entity or a partnership, the Person’s former and current directors, officers, employees and partners, as applicable, and further includes each of the Persons listed in Section 5.13 of Volume 1 of this RFP and any other Persons that may, from time to time, be specifically identified by the Province as a Restricted Party.

“**RFI**” or “**Request for Information**” is the request for information described in Section 4.4 of Volume 1 of this RFP.

“**RFP**” or “**Request for Proposals**” means this Request for Proposals including all volumes, appendices, and Addenda.

“**RFP Title**” means “**RFP – Pattullo Bridge Replacement Project**” as specified on the Summary of Key Information as it may be amended from time to time by the Province in accordance with this RFP.

“**RFQ**” or “**Request for Qualifications**” means the Request for Qualifications issued by the Province on July 16, 2018, titled “Pattullo Bridge Replacement Project RFQ”, including all “Addenda” thereto as defined in the RFQ.

“**Schedule Milestone Step**” means any one of Schedule Milestone Step 1, Schedule Milestone Step 2, Schedule Milestone Step 3, or Schedule Milestone Step 4.

“**Schedule Milestone Step 1**” has the meaning set out in Section C of Appendix B of Volume 1 of this RFP.

“**Schedule Milestone Step 2**” has the meaning set out in Section C of Appendix B of Volume 1 of this RFP.

“**Schedule Milestone Step 3**” has the meaning set out in Section C of Appendix B of Volume 1 of this RFP.

“**Schedule Milestone Step 4**” has the meaning set out in Section C of Appendix B of Volume 1 of this RFP.

“**Senior Debt Base Rate Benchmark**” has the meaning set out in Appendix D of Volume 1 of this RFP.

“**Senior Debt Credit Spread Benchmark**” has the meaning set out in Appendix D of Volume 1 of this RFP.

“**Shared Use Person**” means a Person described in Section 5.13.2 of Volume 1 of this RFP and includes each of the Persons listed in Section 5.13.2 of Volume 1 of this RFP and any other Persons that may, from time to time, be specifically identified as Shared Use Persons by the Province.

“**Short-Listed Respondents**” means the Respondents listed in Section 1.2 of Volume 1 of this RFP.

“**Submission Location**” means Suite 1100 – 401 West Georgia Street, Vancouver, BC.

“**Submission Location for Initial, Interim and Final AIRS Submittals**” means by e-mail to the Contact Person.

“**Submission Location for Interim Financial Review Submittals**” means by e-mail to the Contact Person or by USB flash drive to the Contact Person at the Submission Location.

“**Submission Location for Interim Workforce Requirements Submittals**” means by e-mail to the Contact Person or by USB flash drive to the Contact Person at the Submission Location.

“**Swapped Senior Debt Base Rate Benchmark**” has the meaning set out in Appendix D of Volume 1 of this RFP.

“Technical Submittal” means the documentation and information as described in Section 3.7.1 and comprising Packages 1, 2 and 3 as described in Appendix A of Volume 1 of this RFP, and submitted in response to and in accordance with this RFP, together with all clarifications, rectifications, and more complete, supplementary and additional information and documentation submitted by the Proponent from and after the Technical Submittal Deadline or the Financial Submittal Deadline in response to any request of the Province.

“Technical Submittal Deadline” means the date and time specified as such in Section 3.12 of Volume 1 of this RFP, as it may be amended from time to time by the Province in accordance with this RFP.

“Technical Supplement” means a supplement to a Proponent’s Technical Submittal that may be invited by the Province in accordance with Section 3.8.3 of Volume 1 of this RFP.

“Topic Meetings” means the meetings described in Article 8 and in the Workshops and Topic Meetings Schedule of the Proponent Agreement, and “Topic Meeting” means any one of such meetings.

“Workshops” means the workshops described in Article 8 and in the Workshops and Topic Meetings Schedule of the Proponent Agreement, and “Workshop” means any one of such workshops.

Appendix A

RFP Response Guidelines

1. Response Guidelines Overview

This Appendix and attachments describe the specific documentation that a Proponent is required to submit to satisfy the submittal requirements, and to demonstrate that they are capable of performing the responsibilities and obligations of Project Co under the Project Agreement. The Proponent's Proposal documents are to comprehensively address the requirements set out in this Appendix A and the Definitive PA. Without limiting any other term of this RFP, including Section 5.4 of this RFP, Proponents may provide additional information or supplemental material to clarify any Proposal item.

Proposals are to be presented in the following submittals: a Technical Submittal, which may be amended by Technical Supplement, subject to and in accordance with this RFP, the Advance Interest Rate Submittals, and a Financial Submittal, each of which consist of the following packages, and each of which is outlined in Section 3 of this Appendix A, Appendix D of Volume 1 of this RFP, and Section 4 of this Appendix A, respectively.

TECHNICAL SUBMITTAL:

PACKAGE 1: TRANSMITTAL

1. Contact information
2. Form 1 – Technical Submittal Certificate and Declaration of Volume 4 of this RFP
3. Overview Table of Contents for the Technical Submittal

PACKAGE 2: PROJECT AGREEMENT MANAGEMENT

Contents List

- 2.1 Proponent Information
- 2.2 Details of Project Co
- 2.3 Details of Design-Build Contractor
- 2.4 Design Team
- 2.5 Governance Structure

PACKAGE 3: IMPLEMENTATION SCHEDULES AND STRATEGIES

Contents List

3.1 Schedules

3.2 Design and Construction

3.3 Quality Management

3.4 Environmental Management Strategy

3.5 Communications and Engagement

3.6 Indigenous Participation

Form A1- Environmental Impact Summary

ADVANCE INTEREST RATE SUBMITTALS

Process and submittal requirements are detailed in Appendix D of Volume 1 of this RFP.

FINANCIAL SUBMITTAL:

PACKAGE 4: TRANSMITTAL

1. Form 2 / Form 3 – Financial Submittal Certificate and Declaration of Volume 4 of this RFP
2. Form 5 – Documents Escrow Agreement of Volume 4 of this RFP
3. Form 6 – Irrevocability Agreement of Volume 4 of this RFP
4. Overview Table of Contents for the Financial Submittal

PACKAGE 5: FINANCIAL

Contents List

5.1 Contract Price

5.2 Basis of Financial Submittal

5.3 Financial Capacity

5.4 Financing

5.5 Financial Model

5.6 Strategy for Design-Build Contractor

5.7 Project Insurances

5.8 Affordability Model

2. Submittal Requirements

Proposals are to follow the delivery, format, and content requirements described in this Section 2, to facilitate consistency in Proposal review and evaluation and to facilitate consideration of each Proposal.

2.1 Language

Proposals are to be in English. Any portion of a Proposal not in English may not be evaluated.

2.2 Delivery

The packages comprising the Technical Submittal are to be received at the Submission Location before the Technical Submittal Deadline.

The Advance Interest Rate Submittals submitted in accordance with Appendix D of Volume 1 of this RFP are to be received at the Submission Location for Initial, Interim and Final AIRS before the Initial AIRS Submission Deadline, the Interim AIRS Submission Deadline and the Final AIRS Submission Deadline, respectively.

The packages comprising the Financial Submittal are to be received at the Submission Location before the Financial Submittal Deadline.

2.3 Containers and Labeling

Proposals are to be delivered in one or more containers clearly labeled with the “RFP Title”, “Contact Person”, and “Submission Location” all as shown on the RFP Summary of Key Information and with the Proponent’s name and mailing address.

Each container is to be clearly labeled to identify the number of containers containing the Proposal, as “Number X of Y”, and to identify the package name and number contained therein.

The Proponent is solely responsible for ensuring that all containers containing its Proposal are securely sealed and clearly labeled in accordance with this Appendix A.

2.4 Copies

All Submittals

Text and tables should be on double-sided 8.5" x 11" paper. Where practical, text should be 1.5 spaced and not smaller than 11-point typeface. Drawings submitted with the Technical Submittal should be in format no larger than 11" x 17" paper.

Technical Submittal

- a. Submit one (1) complete copy of the Technical Submittal marked as "Master" in one or more 3-ring binders.
- b. Submit the following in 3-ring binders with each marked "Copy x of y" as appropriate:
 - o two (2) identical copies of Package 1.
 - o six (6) identical copies of Package 2.
 - o six (6) identical copies of Package 3, sections 3.1 – 3.2.
 - o three (3) identical copies of Package 3, section 3.3.
 - o three (3) identical copies of Package 3, section 3.4.
 - o three (3) identical copies of Package 3, section 3.5.
 - o three (3) identical copies of Package 3, section 3.6.
- c. The Technical Submittal is to include one electronic copy on USB flash drive(s) of the Technical Submittal in the format described in Table A-1 below, in a file and directory structure that mirrors the hard copy of the Technical Submittal. Each USB flash drive is to be clearly labeled with the RFP Title, the name of the Proponent, and, if more than one USB flash drive is provided, the applicable Package name and number.

Technical Supplement (if invitation issued)

- a. Submit one (1) complete copy of the Technical Supplement marked as "Master" in a 3-ring binder, together with five (5) complete and identical copies of the Technical Supplement in 3-ring binders each marked "Copy x of 5".
- b. The Technical Supplement is to include one electronic copy on USB flash drive(s) of the Technical Supplement in the format described in Table A-1 below, in a file and directory structure that mirrors the hard copy of the Technical Supplement. Each USB flash drive is to be clearly labeled with the RFP Title, the name of the Proponent, and, if more than one USB flash drive is provided, the applicable Package name and number.

Advance Interest Rate Submittals

- a. One (1) copy of the Initial AIRS, Interim AIRS and Final AIRS emailed to the Submission Location for Initial, Interim and Final AIRS Submittals.

Financial Submittal

- a. Submit one (1) complete copy of the Financial Submittal marked as “Master” in one or more 3-ring binders, together with five (5) complete and identical copies of the Financial Submittal in 3-ring binders each marked “Copy x of 5” except that Proponents may include only ONE (1) complete hard copy of the Financial Model (without punch holes) and only THREE (3) complete hard copies of the information requested in Sections 5.3.1 c) and d) of Package 5 (without punch holes).
- b. The Financial Submittal is to include one electronic copy on USB flash drive(s) of the Financial Submittal in the format described in Table A-1 below, in a file and directory structure that mirrors the hard copy of the Financial Submittal. Each USB flash drive is to be clearly labeled with the RFP Title, the name of the Proponent, and, if more than one USB flash drive is provided, the applicable Package name and number.

Table A-1 Electronic File Formats

File Type	Software Package
Text based document	Adobe PDF format (unprotected and searchable)
Spreadsheet based documents including the Financial Model and Affordability Model	Microsoft Excel (unprotected)
Graphic files	Adobe PDF format
Drawing files	AutoCAD and Adobe PDF Format

2.5 Proposal Forms

Information provided by the Province on any form required to be submitted as part of a Proposal is not to be altered, qualified, or contradicted in any way by the Proponent either on the face of the submitted form or in any other part of their Proposal.

3. Submission Requirements for Technical Submittal

Without limiting the terms of this RFP, this section summarizes the information and documentation that Proponents are to submit in their Proposals for the Technical Submittal.

The Technical Submittal will be evaluated in accordance with the evaluation process described in Section A of Appendix B of this RFP.

The Technical Submittal is to be prepared on the basis of the version of the Definitive PA most recently issued prior to the Technical Submittal Deadline and, for purposes of Section 3.8.3(a) of Volume 1 of this RFP, this version will be considered the version of the Definitive PA issued as at the Technical Submittal Deadline.

Proponents are to arrange the content of their Technical Submittals in accordance with the sequencing of and using the section numbers and corresponding titles shown in the following tables.

The Technical Submittal is to provide information and documentation in accordance with the following tables.

Package 1: Transmittal Package

The transmittal package is to contain the following information and documents:

1. The contact person for all future communications between the Province and the Proponent, including name, employer, mailing address, telephone number, fax number and e-mail addresses;
2. One (1) duly executed original Technical Submittal Certificate and Declaration in the form set out in Form 1 of Volume 4 of this RFP; and
3. Overview table of contents for all parts of the Technical Submittal.

Package 2: Project Agreement Management

Package 2 is to provide information and documentation about the Proponent including

- Proponent information;
- details of Project Co;
- details of the Design-Build Contractor;
- details of the design team; and
- governance structure.

Package 2 of the Proponent’s Proposal is to address the requirements set out in the table below. Proponents are to use the section numbers and corresponding titles shown in this table in their Proposals.

Section No.	Title	Contents
2.1	Proponent Information	
2.1.1	Confirmation of RFQ Qualification Response	Confirmation that, other than Changes consented to by the Province in accordance with Section 5.11 of Volume 1 of the RFP, there have been no changes to information provided in the Proponent’s Qualification Response regarding Project Co, the Design-Build Contractor, the Long-Span Bridge Design Contractor and the Design-Build Contractor Guarantor(s) listed as part of the Respondent Team. If Changes were made to any of these Proponent Team Members with the consent of the Province, the Proponent will clearly identify each Change.
2.1.2	Confirmation of Key Individuals	Confirmation either: a) that the Project Co Representative, the Design-Build Contractor Director and the Long-Span Bridge Design Lead listed for the Respondent Team in the Proponent’s RFQ Qualification Response meet the qualification requirements set out in Section 3.1 of Schedule 2, Section 2.3 of Part 1 of Schedule 4 and Section 2.4 of Part 1 of Schedule 4 of the Definitive PA respectively; or b) that one or more of these Key Individuals have been Changed, and such Change(s) has been consented to by the Province in accordance with Section 5.11 of Volume 1 of the RFP; accordingly, the qualification requirements in (a) are met. The Proponent will clearly identify each Change.
2.2	Details of Project Co	
2.2.1	Legal Name and Details	a) Description of the legal structure that the Proponent will adopt as Project Co including the proposed full legal name of Project Co and, if Project Co will not be a separate legal entity, each legal entity which will comprise Project Co, and the anticipated legal relationship between Project Co, or as applicable each legal entity which comprises Project Co. b) For each such legal entity which has been formed as at the Technical Submittal Deadline, details of the incorporation number, or extraprovincial registration number for British Columbia for Project Co or as applicable each legal entity that comprises Project Co and further details, including certificate of incorporation, memorandum and articles of incorporation, and documentation demonstrating that that Project Co or as applicable each

Section No.	Title	Contents
		<p>legal entity which comprises Project Co, is duly authorized to carry on business in British Columbia.</p> <p>c) Provide the shareholder agreements or if the Proponent does not have an equity structure, provide details of the ownership structure and copies of all agreements related to ownership.</p>
2.3	Details of Design-Build Contractor	
2.3.1	Legal Name and Details	<p>a) Description of the legal structure that the Design-Build Contractor will adopt under the Project Agreement including the existing or proposed, as applicable, full legal name of the Design-Build Contractor and including, if applicable, the legal entities which will comprise each Design-Build Contractor Guarantor.</p> <p>b) For a legal entity which has been formed as at the Technical Submittal Deadline, full incorporation details, including certificate of incorporation, memorandum and articles of incorporation, and documentation demonstrating that the company is duly authorized to carry on business in British Columbia. If the Design-Build Contractor is proposed to be an unincorporated legal entity, details and proof of the existence of the individuals, corporations, other entities or the underlying legal entities that will make up joint ventures and partnerships who have the direct responsibility of the Design-Build Contractor and documentation demonstrating that the relevant individuals, corporations and entities are each duly authorized to carry on business in British Columbia.</p>
2.3.2	Organization Structure and Details	Organizational description, including organization chart, indicating and listing the members of the board of directors, the senior officers and key management officials, and reporting relationships.
2.4	Design Team	
2.4.1	Name	Full legal name(s)
2.4.2	Legal Details	For each member of the design team provide full incorporation details, including certificate of incorporation, memorandum and articles of incorporation, and evidence that it is able to do business in British Columbia. If a member of the design team is an unincorporated legal entity, please provide full details and proof of the existence of the individuals, corporations, other

Section No.	Title	Contents
		entities or the underlying legal entities that make up joint ventures and partnerships who have the direct responsibility for the Design.
2.4.3	Organization Structure Details	Organizational description indicating key members/firms of the design team, their roles and responsibilities and contractual and reporting relationships.
2.5	Governance Structure	
2.5.1	Organizational Structure and Relationships between the Proponent and Proponent Team Members	<p>Project organization chart, which at a minimum identifies all Key Individual positions (no names of individuals) listed in Section 3.3 (a) of Schedule 2 of the Definitive PA.</p> <p>Description of the relationships and reporting arrangements among the Proponent Team Members at critical stages of the Project:</p> <ul style="list-style-type: none"> a) reporting relationships between the Proponent and the Proponent Team Members; b) reporting relationships between the Proponent Team Members and Key Individuals; c) nature of any contractual relationship(s) to be entered into between the Proponent and the Proponent Team Members; and d) the nature of any sub-contracting arrangements and details of the risk allocation between the parties.

Package 3: Implementation Schedules and Strategies

Package 3 is to provide information and documentation that demonstrates the requirements for Technical Submittal evaluation described in Section A of Appendix B of this RFP.

Package 3 of the Proponent's Proposal is to address the requirements set out in the tables below. Proponents are to use the section numbers and corresponding titles shown in this table in their Proposals.

Section No.	Title	Contents
3.1	Schedules	
3.1.1	Project Schedule	<p>Project Schedule prepared in accordance with Schedule 3 of the Definitive PA which includes, at a minimum, the following information:</p> <ul style="list-style-type: none"> a) major detailed Design milestones, including major submittals; b) construction start and completion dates for the Primary Infrastructure Components, Completion Components, and Bridge Demolition; c) SC1 Substantial Completion Date, SC2 Substantial Completion Date and SC3 Substantial Completion Date; and d) Total Completion Date. <p>The Proponent shall identify the specific Schedule Milestone Step that corresponds to its Project Schedule.</p>
3.1.2	Draft Summary Works Schedule	<p>Draft summary Works Schedule prepared in accordance with Schedule 3 of the Definitive PA showing the Effective Date, SC1 Substantial Completion Date, SC2 Substantial Completion Date, SC3 Substantial Completion Date, and the Total Completion Date. At a minimum, the following key work elements are to be identified including identification of in-stream and on-shore works:</p> <ul style="list-style-type: none"> a) Limited Notice to Proceed Agreement scope; b) critical path; c) securing approvals, permits, and licenses, including environmental, rail and utilities; d) design and submittal schedule; e) earthworks/soft soils/consolidation periods; f) road construction; g) New Fraser River Bridge construction, including: <ul style="list-style-type: none"> i. foundations; ii. substructures; iii. towers; iv. deck;

Section No.	Title	Contents
		<ul style="list-style-type: none"> v. cables; h) other Structures construction; i) utility relocations and/or protection; j) demolition and removal of Existing Pattullo Bridge including staging and sequencing; and k) any public use of the New Fraser River Bridge as part of construction staging prior to SC1 Substantial Completion Date.
3.2	Design and Construction	
3.2.1	<i>Design Plan</i> Roadway Design	<p>Description of the Proponent’s approach to the roadway design requirements and the proposed design including:</p> <ul style="list-style-type: none"> a) key attributes and issues; b) demonstrate how impact on potential archaeological sites is minimized; c) demonstrate how the PBR Urban Integration Requirements will be met; d) Provide the following roadway design drawings: <ul style="list-style-type: none"> i. a key plan; and ii. laning and geometric drawings, including plan, profile and property lines, at an appropriate scale to describe the proposed design for roads and multi-use paths. <p>Drawings shall be in accordance with the BC Ministry of Transportation and Infrastructure standards.</p>
3.2.2	Structural Design	<p>For the New Fraser River Bridge, description of the approach, concepts and configuration proposed to comply with the Definitive PA, with such description to include:</p> <ul style="list-style-type: none"> a) key structure dimensions, vertical clearance, horizontal clearance, lane arrangement, span arrangement, pier and foundation locations and structure articulation; b) access considerations for future maintenance, inspections and rehabilitation; c) approach and methods to achieve Design Life; d) seismic design, including modes of vibration load paths, soil improvements, seismic isolation systems, shock transmission strategies and proposed seismic analysis methods;

Section No.	Title	Contents
		<p>e) aeroelastic design, including anticipated behaviour and mitigation measures if required;</p> <p>f) provisions for snow and ice removal from the New Fraser River Bridge, including from cables and tower cross beams;</p> <p>g) approach to design for river hydraulics and demonstration of how in-stream pier locations and configurations meet the requirements of the Definitive PA, including with respect to river hydraulics design, deposition and scour;</p> <p>h) demonstration of how impact on potential archaeological sites is minimized;</p> <p>i) approach to noise mitigation on the New Fraser River Bridge including treatment of joints and wearing surfaces and other methods; and</p> <p>j) bridge drainage.</p> <p>Provide drawings to illustrate the Proponent’s response above. Drawings shall be in accordance with the BC Ministry of Transportation and Infrastructure standards.</p> <p>k) Provide a rendering of the Proponent’s New Fraser River Bridge design.</p>
3.2.3	Foundation Design	<p>Description of the Proponent’s approach to geotechnical issues and constraints and foundation design required for the New Fraser River Bridge, including the following:</p> <p>a) a description of geotechnical issues, conditions, constraints, and risk related to the proposed design concept such as settlement, embankment construction and groundwater issues, including a description of the proposed approach to resolve these concerns and issues;</p> <p>b) a description of the foundation concept, including how the foundation design addresses the geotechnical characteristics of the site;</p> <p>c) interaction between the New Fraser River Bridge and the existing adjacent structures during construction and during operation,</p> <p>d) identification of seismic design issues and a description of the methodology to solve these issues, including, but not limited to, retaining walls, stability of embankments, soil liquefaction lateral load deformation response of foundations, and spatial incoherence.</p> <p>Provide drawings to illustrate the Proponent’s response above. Drawings shall be in accordance with the BC Ministry of Transportation and Infrastructure standards.</p>
3.2.4	Demolition and Removal of Existing Pattullo Bridge	<p>Description of the Proponent’s methodology in relation to demolition and removal of the Existing Pattullo Bridge.</p>

Section No.	Title	Contents
3.2.5	Urban Integration Design	<p>Draft of the Urban Integration Architectural Plan referenced in Article 3 of Part 2 of Schedule 4 of the Definitive PA. The draft Urban Integration Architectural Plan shall include, at a minimum, a description of how the Design complements the identity of New Westminster and how it considers the Agnes Street to Royal Avenue multi-use path and associated Structures, the East Columbia Street multi-use path and associated Structures, aesthetics, lighting, handrails, concrete surface treatments, pedestrian and cycling nodes and multi-use path connections. The draft plan shall demonstrate how the Design meets the intent of the PBR Urban Integration Requirements including, viewpoints, gateway treatments and opportunities for future landscaping.</p> <p>General arrangement drawings for Structures and path alignment drawings shall be included in the draft Urban Integration Architectural Plan.</p>
3.2.6	<i>Construction Management</i> Construction Approach	<p>Description of how the Proponent will achieve its proposed Works Schedule in a reasonable and realistic manner, having regard to the requirements of the Definitive PA. At a minimum, the following items will be addressed:</p> <ul style="list-style-type: none"> a) key issues and constraints affecting construction and strategies to manage those issues; b) roadway traffic management; c) marine access management; d) rail traffic interface, including with respect to the Railway Bridge; e) coordination with communications and environmental management activities; f) transportation and delivery of critical construction components; g) details of in-stream works, including temporary access and other temporary works; h) method of pile installation; i) interaction with other concurrent projects, including the Railway Bridge seismic upgrades and the FortisBC pipeline relocation; j) major Temporary Works; k) major prefabricated elements; l) approach to minimizing impact on potential archaeological sites; m) approach to operations and maintenance of Project Infrastructure during construction; and

Section No.	Title	Contents
		n) erection procedures for the New Fraser River Bridge.
3.2.7	Construction and User Safety	Description of the Proponent’s approach to safety for the Project Work. At a minimum the following items are to be provided: a) a safety policy statement providing the Proponent’s health and safety objectives; b) an outline of the overall safety plan; and c) the process for accident and incident response and investigation, including provisions for emergency vehicle passage throughout the Project Site.
3.2.8	Construction Staging	Description, including drawings, of the Proponent’s construction staging sequence and ties to the Project Schedule and the Works Schedule that will demonstrate how the Proponent intends to: a) carry out the proposed Construction including identification of all associated major milestones; b) construct temporary roadwork and detours; c) provide for local access and operational requirements during construction; d) deliver and erect major structural components of the New Fraser River Bridge, including temporary works; and e) demolish and remove the Existing Pattullo Bridge.
3.2.9	Traffic Management	Description of how traffic will be managed during Construction that will provide, at a minimum, the following components: a) description of the approach and methods the Proponent will take in providing detours, closures and stoppages which minimize the impacts to roadway users; b) approach of the construction team to integrating communications requirements in relation to detours, closures and stoppages; c) approach to integrating the construction schedule and staging with the Traffic Management Plan; d) approach to dealing with traffic incidents; and e) risk management approach to dealing with unplanned closures.
3.2.10	Limited Notice to Proceed	Description of the Proponent’s proposed Limited Notice to Proceed Agreement strategy, including:

Section No.	Title	Contents
		<p>a) a completed draft Schedule (excluding any information in the “Estimated Costs Column”) to Form 7 of Volume 4 of this RFP, listing the activities identified on the Proponent’s draft summary Works Schedule that the Proponent deems necessary in order to achieve the SC1 Substantial Completion Date, on the assumption that the Limited Notice to Proceed Agreement is executed on December 16, 2019 and that the Effective Date is January 31, 2020. Refer to Section 5.2.9 of Package 5 of this Appendix A; and</p> <p>b) confirmation that the Proponent has accepted the terms of and is prepared to execute Form 7 of Volume 4 of this RFP if selected as Preferred Proponent and if required to do so prior to Financial Close.</p>
3.3	Quality Management	
3.3.1	Quality Management System Framework	<p>Description of a Quality Management System (QMS) framework which reasonably demonstrates that the QMS will satisfy the requirements of ISO 9001:2015 and ISO 9000:2015, and the minimum requirements stated in the Definitive PA including the following:</p> <p>a) the Proponent’s Quality Policy and Quality Objectives.</p> <p>b) Processes for:</p> <ul style="list-style-type: none"> i. the control of nonconforming product and services; ii. opportunities for improvement; iii. the assessment and procurement of contractors, sub-contractors, and suppliers, and the application of QMS requirements into the activities of these external parties; and iv. QMS performance evaluation. <p>c) Outline of how the key management activities (such as project controls, design, construction, operations, maintenance, communications, traffic management and environmental) will interface with each other and with quality management.</p>
3.4	Environmental Management Strategy	

Section No.	Title	Contents
3.4.1	Environmental Impact Report	<p>Fully and duly completed Form A-1 attached to this Appendix A setting out any aspects of the proposed design or scope, including construction methods and practices, that:</p> <ul style="list-style-type: none"> a) are not consistent with the Environmental Assessment Certificate or Port Project and Environmental Permit, or b) have the potential to cause adverse environmental, economic, social, health, or heritage effects that are not considered in BC Environmental Assessment Office’s Assessment Report for the Pattullo Bridge Replacement Project (PBRP), dated April 04, 2019. <p>For each of the impacts identified in Form A-1 provide an assessment of the environmental impacts together with a mitigation strategy to demonstrate how the Proponent will ensure compliance with the requirements of the Definitive PA, including Schedule 6.</p>
3.4.2	Environmental Management Strategy	Description of the Proponent’s strategy to meet the requirements of Schedule 6 to the Definitive PA and all other environmental obligations of Project Co. This description will demonstrate the Proponent’s understanding and capability to meet these requirements and will include a description of their strategic approach as well as an overview of the Environmental Management Plans.
3.4.3	Archaeological Approach	Description of Proponent’s approach to managing excavation in compliance with the <i>Heritage Conservation Act</i> (British Columbia) and Schedule 4 of the Definitive PA.
3.5	Communications and Engagement	
3.5.1	Communications and Engagement Approach	<p>An overview of the Proponent’s approach that demonstrates the Proponent’s understanding of and capability to meet the requirements of Schedule 9 to the Definitive PA and all other Communications and Engagement obligations of Project Co, including:</p> <ul style="list-style-type: none"> a) Construction notification; b) Community and Stakeholder Engagement; c) Enquiry-Response management; d) supporting the Province with crisis communications and issues management; and e) supporting the Province with media and government relations.

Section No.	Title	Contents
3.6	Indigenous Participation	
3.6.1	Indigenous Participation Strategy	<p>Description of the Proponent’s strategy for meeting the requirements of the Indigenous Requirements Schedule to the Definitive PA.</p> <p>Demonstration of how Proponents plan to engage the Identified Indigenous Groups and meet their obligations in the Definitive PA with respect to contracting and employment requirements, including evidence of early engagement such as letters of support or intent. MOU’s or draft MOU’s may be submitted, if available.</p>

Form A-1 – Environmental Impact Summary

No.	Design/ Scope Aspect	Potential Environmental Effects*	Proposed Mitigation	Residual Impact

*Environmental effects include environmental, social, economic, health and heritage effects.

3A. Submittal Requirements for Technical Supplement (If Invitation is Issued)

Without limiting the terms of this RFP, this section summarizes the information and documentation that Proponents are to submit in the Technical Supplement.

If the Proponent receives an invitation to submit a Technical Supplement in accordance with Section 3.8.3 of Volume 1 of this RFP, the Proponent may amend its Technical Submittal in the manner that the Proponent considers necessary to reflect the amendments, restructuring, supplements or impacts, as applicable, described in Section 3.8.3 of Volume 1 of this RFP.

The Proponent will set out in the Technical Supplement, either the confirmation in form and content described in the Technical Supplement Table set out in this Section 3A of this Appendix A, or the information and documentation applicable to each amendment, if any, to the Proponent's Technical Submittal, in accordance with such Technical Supplement Table.

If the Technical Supplement contains amendments to the Technical Submittal, the Technical Supplement should demonstrate that the Technical Submittal if modified in accordance with each amendment described in the Technical Supplement, separately, and with all such amendments, collectively, would substantially satisfy the requirements of this RFP, including the requirements set out in this Appendix A, and the Definitive PA, in a manner equal to or better than did the Technical Submittal before incorporating the Technical Supplement amendments, and would demonstrate to the satisfaction of the Province that the Proponent continues to meet the evaluation process requirements described in Section A of Appendix B of this RFP..

Without limiting any other term of this RFP, the Proponent's eligibility to continue in the Competitive Selection Process, including to continue to have its Proposal reviewed, evaluated or ranked is conditioned on the Technical Supplement containing only amendments, if any, that are demonstrated as being necessary to reflect the amendments, restructuring, supplements or impacts, as applicable, described in Section 3.8.3 of Volume 1 of this RFP, and as not having any further effects.

Without limiting any other term of this RFP, including Section 5.4, the Province may in its discretion reject any amendments in the Technical Supplement that the Province determines in its discretion are not necessary to reflect the amendments, restructuring, supplements or impacts, as applicable, described in Section 3.8.3 of Volume 1 of this RFP, have any effect beyond reflecting such amendments, restructuring, supplements or impacts or does not demonstrate to the satisfaction of the Province the matters described in this Section 3A of this Appendix A. The Province's decision in this regard will be final and the Province need not consult with the Proponent in making its decision.

The Province will notify each Proponent in writing as to whether its Technical Supplement is rejected in its entirety or in part and, if in part, which of the amendments set out in the Technical Supplement are rejected. If all amendments set out in the Technical Supplement are rejected then

that Proponent's Technical Submittal will be deemed and considered for all purposes of this RFP stage and the Competitive Selection Process to be unamended in any way whatsoever by anything set out in the Technical Supplement. If none or one or more, but not all of the amendments set out in the Technical Supplement are rejected, then that Proponent's Technical Submittal will be deemed and considered for all purposes of this RFP stage and the Competitive Selection Process to be amended only by and to the extent expressly set out in the Technical Supplement amendments that are not rejected.

Technical Supplement Package Table

The Technical Supplement is to contain either,

- clear, unconditional and unqualified confirmation on behalf of the Proponent and each Proponent Team Member that the Proponent and each Proponent Team Member has reviewed and considered the amendments, restructuring or supplements or the impacts, as applicable, described in Section 3.8.3. of Volume 1 of this RFP, and that each considers and has conclusively determined that no amendments to the Technical Submittal submitted by the Proponent are necessary; or
- a table identifying each amendment by reference to the package number, the section number and corresponding title, and a summary description of the amendment, including, as applicable, identification of the part or parts of the Technical Submittal to be deleted as part of the amendment; and
- information and documents in respect of each amendment to the Technical Submittal;
 - arranged in accordance with the sequencing and using the package number, the section number and corresponding title applicable to the section of the Technical Submittal to be amended; and
 - clearly and comprehensively setting out the amendment to the Technical Submittal.

4 Submittal Requirements for Financial Submittal

This section summarizes the information and documentation that Proponents are to submit in their Proposals for the Financial Submittal.

The Financial Submittal will provide evidence that the Proponent has in place all necessary financial arrangements for the Project.

The Financial Submittal will be used to evaluate Proposals and select the highest ranked Proposal.

Proponents are to prepare their Financial Submittal on the basis of the Definitive PA, without amendment, and on the basis of their Technical Submittal including any further information and documentation (including clarifications, rectifications, and more complete, supplementary, replacement and additional information and documentation delivered to the Province in accordance with this RFP). If Technical Supplements are invited pursuant to Section 3.8.3 then Proponents are to also prepare their Financial Submittal on the basis of one of the following, as applicable to each Proponent:

- their confirmation that no amendments to the Technical Submittal are necessary, in accordance with Section 3A of this Appendix A;
- their Technical Submittal and any above-noted further information and documentation, as amended by those parts of the Technical Supplement that have not been rejected; or
- if all amendments set out in their Technical Supplement have been rejected, their Technical Submittal, and any above-noted further information and documentation, unamended.

Escrow Account

As described in the Documents Escrow Agreement, the Province has established an escrow account through an independent legal entity. Each Proponent is to execute and deliver 3 originals of the Documents Escrow Agreement as part of Package 4 of the Financial Submittal. For purposes of this RFP, entering into the Documents Escrow Agreement will not constitute using, consulting, including or seeking the advice of the Escrow Agent within the contemplation of Section 5.14 of this RFP.

Proponents are to place all original files and materials in respect of pricing associated with their Proposal in the escrow account including, without limitation, documents containing information regarding the Proponent's assumptions made in determining the scope of work and price calculations used to prepare the Financial Submittal.

Without limiting the terms of the Documents Escrow Agreement, all electronic files and materials are to be provided in both original hard copy format and as electronic files (where available). The electronic files are to be provided as full active files (not read-only or password protected) in one of the file formats listed in Table A-1 of this Appendix.

Each Proponent's escrow files and materials are to be packaged and labelled as:

Pattullo Bridge Replacement Project
"Proponent Name"
Response to Request for Proposals
ESCROW DOCUMENTS

The escrow files and materials are to be received at the following address not later than 48 hours after the Financial Submittal Deadline.

Miller Thomson LLP
400 – 725 Granville Street
Vancouver, BC
V7Y 1G5

The escrow files and materials will not be used during the evaluation process.

As described in the Documents Escrow Agreement, the Province may request specific information from the escrow account as may be necessary to confirm details or assess errors or omissions in the submitted Proposal documents as may be necessary in connection with execution of the Project Agreement. The escrow files and materials will be returned to unsuccessful Proponents following execution of the Project Agreement.

Package 4: Transmittal Package

The transmittal package is to contain the following information and documents.

1. One (1) duly executed original of the applicable Financial Submittal Certificate and Declaration in the form set out in Form 2 or Form 3 of Volume 4 of this RFP;
2. Three (3) duly executed originals of the Documents Escrow Agreement in the form set out in Form 5 of Volume 4 of this RFP;
3. Two (2) duly executed originals of the Irrevocability Agreement in the form set out in Form 6 of Volume 4 of this RFP;
4. Two (2) completed and duly executed originals of the Limited Notice to Proceed Agreement in the form set out in Form 7 of Volume 4 of this RFP; and
5. Overview table of contents for all parts of the Financial Submittal.

Package 5: Financial

Without limiting the requirements set out below and in the following table, the Proponent is to include in Package 5:

- a completed Affordability Model;
- a fully developed, robust Financial Model and Financing Plan; and
- written evidence that the Proponent has sufficient support and commitment from the Senior Lenders to support all financial aspects of the Project, and that the Proponent will:
 - execute the Project Agreement, substantially in the form of the Definitive PA, in accordance with Section 3.10.1 of Volume 1 of this RFP; and
 - perform all of the obligations of Project Co as set out in the Definitive PA.

Package 5 is to provide sufficient information and documentation, in accordance with the requirements set out below, to allow the Province to evaluate whether:

- the Proposal satisfies the financial requirements set out in this RFP and the Definitive PA, including, but not limited to:
 - confirming that the Proponent has arranged sufficient committed financing for the Project in accordance with the requirements set out in this Appendix A and having regard to the requirements of the Definitive PA;
 - demonstration that the Proponent’s Financing Plan, including security, bonding, guarantees and insurance elements, is robust and deliverable; and
 - determining that the financing plan can be executed expediently if the Proponent is selected as Preferred Proponent,
- the Proponent and the Design-Build Contractor (together with any Design-Build Contractor Guarantors) have the financial capacity to meet the obligations of the Project.

Package 5 is to address the requirements set out in the table below. Proponents are to use the section numbers and corresponding titles shown in this table in their Proposals.

Section No.	Title	Contents
5.1	Contract Price	
5.1.1	Contract Price Proposal	Statement of Contract Price Proposal corresponding to such value as calculated using the Affordability Model. Contract Price Proposals are to comply with the requirements of Schedule 10 of the Definitive PA and are to be shown gross of any Performance Incentive Payments.
5.1.2	Financing Arrangements	Confirmation that the portion of the Unadjusted Progress Amount funded by Project Co (as those terms are used in the Affordability Model) within its Proposal as of the Substantial Completion Date is \$300.6 million.
5.1.3	Forms - Sensitivities	Complete Forms A-2 and A-3 attached to this Appendix A and provide commentary to the outputs. The Province may, in its discretion, conduct additional sensitivities.
5.2	Basis of Financial Submittal	
5.2.1	Key Dates	The date to be used for the Effective Date is January 31, 2020. The Proponent shall: a) re-submit the Proponent’s proposed Project Schedule in accordance with Section 3.1.1 of this Appendix A, with a baseline to the version provided in the Proponent’s Technical Submittal; b) either confirm that the specific Schedule Milestone Step that was identified in response to Section 3.1.1 of this Appendix A in the Proponent’s Technical Submittal is unchanged, or identify the specific Schedule Milestone Step that corresponds to the Proponent’s revised Project Schedule The Province may require an updated draft summary Works Schedule from the Preferred Proponent prior to the Effective Date.
5.2.2	Currency	Confirmation that prices and costs included in the Proposal are in Canadian Dollars.

Section No.	Title	Contents
5.2.3	Price Validity	Confirmation that, except for permitted adjustments to interest rates and credit spreads, all prices and input costs in the Proposal will remain firm and valid for a period of 120 days from the Financial Submittal Deadline.
5.2.4	Interest Rates	<p>A table showing separately the assumed Base Rate, spreads and fees associated with the proposed Senior Debt.</p> <p>The Base Rate assumed for any Senior Debt that was designated as an Adjustment Credit Facility in accordance with the process described in Appendix D of Volume 1 of the RFP must equal the Base Rate agreed as part of the Final AIRS process if the Proponent’s relevant Senior Debt profile is unchanged between Final AIRS and Financial Submittal.</p> <p>If the Proponent’s relevant Senior Debt profile has changed between Final AIRS and Financial Submittal then the Proponent is to recalculate its Base Rate based on the information provided by the Province as part of the Final AIRS process using the same methodology as was agreed as part of the Final AIRS process. If this paragraph applies, then the Proponent is to submit with its Financial Submittal an update to the information submitted by the Proponent as part of the Final AIRS process.</p>
5.2.5	Interest Income Rate on Reinvestment Product(s)	<p>A table showing separately the assumed Base Rate, spreads and fees associated with any proposed reinvestment product.</p> <p>The Base Rate assumed for any reinvestment product that was designated as an Adjustment Credit Facility in accordance with the process described in Appendix D of Volume 1 of this RFP must equal the Base Rate agreed as part of the Final AIRS process if the Proponent’s relevant reinvestment profile is unchanged between Final AIRS and Financial Submittal.</p> <p>If the Proponent’s relevant reinvestment profile has changed between Final AIRS and Financial Submittal then the Proponent is to recalculate its Base Rate based on the information provided by the Province as part of the Final AIRS process using the same methodology as was agreed as part of the Final AIRS process. If this paragraph applies, then the Proponent is to submit with its Financial Submittal an update to the information submitted by the Proponent as part of the Final AIRS process.</p>
5.2.6	Tax	Full details of taxation assumptions to demonstrate that in preparing its Proposal, the Proponent has given full consideration to all tax implications, including GST, which affect the total project cost to the Province. Include the Proponent’s assumption with respect to any

Section No.	Title	Contents
		timing differences between the payment and/or receipt of GST amounts and the net recovery or remittance of GST amounts.
5.2.7	Payment Mechanism	Confirmation that, in preparing its Proposal, the Proponent has applied the payment mechanism as described in Schedule 10 of the Definitive PA without modification.
5.2.8	Design and Construction Costs	Description of the approach that the Proponent has taken with respect to the timing and amount of Design and Construction costs.
5.2.9	Limited Notice to Proceed Agreement	<p>Provide in the completed and duly executed Limited Notice to Proceed Agreement a revised completed Schedule to Form 7 of Volume 4 of this RFP by completing the “Estimated Total Cost” column, to reflect the activities identified by the Proponent pursuant to Section 3.2.10 of Package 3 of this Appendix A. The total costs must not exceed \$7 million.</p> <p>If applicable in each case, provide:</p> <ul style="list-style-type: none"> a) a request for the Province’s consent to access and use of land owned or controlled by the Province as required in order to carry out any Approved Activity under the Limited Notice to Proceed Agreement, in accordance with Section 7.1 (c) of Form 7 of Volume 4 of this RFP, which request will be considered by the Province in its discretion. (The Preferred Proponent will be required to arrange for access to land not owned or controlled by the Province prior to the Effective Date, including municipal roads); b) a notification of any and all archaeological monitors required in connection with the carrying out of the Approved Activities under the Limited Notice to Proceed Agreement and containing the information described in Section 2.5 (c) (iii) (A), (B) and (C) of Schedule 6 of the Definitive PA, provided that no archaeological monitors will be available during the period from December 24 to January 2; c) a completed Employee Request in the form and format provided by BCIB and available in folder 1305 of the Data Room for any Employees (as defined in the BCIB-Contractor Agreement) required for the performance of any Approved Activities at the Project Site under the Limited Notice to Proceed Agreement.
5.3	Financial Capacity	

Section No.	Title	Contents
5.3.1	Design-Build Contractor and Design-Build Contractor Guarantors	<p>The following information in respect of the Design-Build Contractor and Design-Build Contractor Guarantors, if any, and, if the Design-Build Contractor or a Design-Build Contractor Guarantor is a consortium, joint venture or special purpose vehicle, then the following information is to be provided in respect of each entity comprising each consortium, joint venture or special purpose vehicle as the case may be. Where the Design-Build Contractor is guaranteed by a Design-Build Contractor Guarantor, all of the following information shall be provided in respect of such Design-Build Contractor Guarantor and only the information items in 5.3.1a), 5.3.1b) and 5.3.1h) shall be provided in respect of the Design-Build Contractor.</p> <ul style="list-style-type: none"> a) full legal name(s); b) confirmation of no material changes to the Proponent’s Design-Build Contractor or Design-Build Contractor Guarantors (if any) since the Qualification Response other than as consented to by the Province in accordance with Section 5.12 of the RFP Volume 1; c) if not provided at the RFQ stage, copies of annual audited financial statements, the audit letters and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided) or, if no new annual audited financial statements are available since the RFQ stage, a confirmation as such; d) if not provided at the RFQ stage and if available, copies of the interim financial statements for the last quarter or, if produced only semi-annually, the last half year since the last annual audited financial statement provided in c) or, if not available, an explanation as to why; e) details of any material off-balance sheet financing arrangement currently in place or, if none, a confirmation as such; f) details of any material events that may affect the entity’s financial standing since the last annual financial or interim statements provided or, if none, confirmation as such; g) details of any credit rating(s) including any updates since the RFQ stage or, if none, a confirmation as such; and h) details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last three years, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Design-Build Contractor’s or the Design-Build Contractor Guarantor’s (if any) ability to perform its obligations in relation to the Project or, if none, a confirmation as such.

Section No.	Title	Contents
5.4	Financing	
5.4.1	Financing Plan	<p>A Financing Plan which demonstrates that the Proponent has arranged sufficient financing for the Project and which complies with the following:</p> <ul style="list-style-type: none"> a) Includes full details of the financial structure and instruments proposed, including a description of the Proponent’s anticipated hedging strategy and requirements. b) Indicates which form(s) of lending facility is an Adjustment Credit Facility. c) The sources of financing match the use of funds throughout the Term, and the Financing Plan includes: <ul style="list-style-type: none"> i. a description of all sources of financing; ii. a description of how the Progress Payments, SC1 Substantial Completion Payment, SC1a Withholding Amount and SC1b Withholding Amount have been integrated into the Financing Plan; and iii. If used, a description of any Letter of Credit that will be applied in lieu of any SC1 Deficiency Holdback, SC2 Deficiency Holdback, SC3 Deficiency Holdback, Warranty Holdback or Post-Completion Work Holdback. d) Includes the following details for each Senior Lender: <ul style="list-style-type: none"> i. confirmation of the Adjustment Credit Facilities that will be subject only to the AIRS adjustment; ii. fully executed and applicable original commitment letter(s) in the form set out in Form 4 of Volume 4 of this RFP from each Senior Lender; and iii. evidence, in the form of detailed term sheets which have received formal credit approval, from providers of financing, of their commitment to provide the level of financing required; and iv. if any of the term sheets submitted in accordance with this Section includes terms of flex, a clear and unqualified acknowledgement and confirmation that the exercise, including by the Senior Lenders, of any flex provisions in the lending or financing commitments is not a significant event within the contemplation of Section 5.3 of the Proponent Agreement; and v. evidence of its Credit Rating. If a Credit Rating is not available, provide the

Section No.	Title	Contents
		<p>information required in Section 5.3.1 c) – h) of this Appendix A of the RFP for the Senior Lender.</p> <p>e) If a capital market and/or bond funding solution is proposed which depends on a Credit Rating, include:</p> <ul style="list-style-type: none"> i. an indicative Credit Rating together with a timetable to achieve final ratings; and ii. a description of any risks to achieving the Credit Rating. <p>f) If a solution involving a financial guarantor (for example, a monoline insurer or similar entity) is proposed, include:</p> <ul style="list-style-type: none"> i. letters from all financial guarantors with confirming letters from such financial guarantors' legal counsel confirming that the financial guarantors and their legal counsel have no additional comments on the Definitive PA; and ii. evidence, in the form of detailed term sheets or in the commitment letters referred to in Section 5.4.2 of this Appendix A of the financial guarantor(s) to provide the guarantee required; and for each financial guarantor's Credit Rating. If a Credit Rating is not available, provide the information required in Section 5.3.1 c) – h) of this Appendix A for the financial guarantor. <p>g) If a solution involves a bond funding solution that will have a market clearing spread that is likely to differ from the credit spread determined at the Credit Spread Refresh Lock-in Date, include a description of how the issue spread adjustment will be determined and how the re-couponsing adjustment will work; and</p> <p>h) If a solution involves a green financing includes information how this financing will be achieved and what assistance will be required from the Province.</p>
5.4.2	Commitments by Design-Build Contractor Guarantors	<p>With respect to commitments by Design-Build Contractor Guarantors, the following information is required.</p> <p>Certified copies of board resolutions (or, in the event this is not possible, equivalent corporate documentation signed by a senior officer of the Guarantor to the satisfaction of the Province) of each person providing such guarantee or other support confirming:</p> <ul style="list-style-type: none"> a) the size, nature and extent of such guarantee; b) that it is willing and able to provide such a guarantee; and

Section No.	Title	Contents
		c) that it will have financial standing to meet the obligations under such guarantee and all terms associated with the guarantee or other support. d) Form of guarantee
5.4.3	Financial Robustness	a) Description of the robustness of the Proponent’s proposed financial structure including, but not limited to, details of how key risks are managed (e.g., interest rate, schedule overruns, cost overruns, inflation and Construction). Include details of the strategies to be adopted by the party ultimately responsible for bearing such risks. b) Demonstration that the Proponent’s Financing Plan, including security, bonding, guarantees and insurance elements, is robust and deliverable. To the extent that the Proponent’s Proposal contemplates or includes third party security, including performance bonds, parent company guarantees, insurances incremental to the PA requirements and/or letters of credit, describe in detail and with respect to each such security: <ul style="list-style-type: none"> i. the beneficiaries of such third party security; ii. the parties whose obligations are secured by such third party security; iii. the type, amount and anticipated provider of such third party security; iv. all circumstances in which such third party security may expire, be subject to termination and can be called upon; and, v. if called upon, the purposes for which such third party security may be used. vi. Specimen form of bond with any and all riders required or anticipated, if applicable (combine with bullet below) vii. Consent of surety and form of bond, if applicable
5.5	Financial Model	
5.5.1	Financial Model and Structure	A Financial Model in electronic and hard copy, which is to be consistent with the following: <ul style="list-style-type: none"> a) Produced in a Microsoft Excel version compatible with the 2010 version; b) Provide financial projections (cost and revenue projections) on a monthly basis; c) Be expressed in thousands of Canadian dollars; d) All financial instruments are to be priced as described in Section 5.2.4 and 5.2.5 of this

Section No.	Title	Contents
		<p>Table.</p> <ul style="list-style-type: none"> e) A list of necessary Excel “add-ins” required to run the Financial Model is to be provided; f) If any macros are used in the model, a detailed description as to how they function in the model is to be provided; g) If a calculation is circular, circularities are to be solved. If circularities are included, a description of where and why these occur is to be included; h) Present inputs in blue font and formulas in black font; i) Flow calculations down and to the right; j) Limit the number of “if” statements; k) Include no hidden or password protected macros, cells or worksheets; and l) Include a print option macro and ensure all sheets are set up to be clearly printable and legible on 8.5 x 11” paper with row and column descriptions on each printed page. <p>Without limiting any term of this RFP, including Section 5.4 of Volume 1, the Province may, in its discretion, take any one or more of the steps described in such Section, including correcting the Proponent’s Financial Model if the Province considers that there are inconsistencies, errors or omissions in the Financial Model.</p>
5.5.2	Financial Model Inputs and Outputs	<p>The Proponent’s Financial Model is to include and provide:</p> <p>Inputs:</p> <ul style="list-style-type: none"> a) capital costs (using the Cost Items set out in Schedule 10 of the PA); b) time-based assumptions (those that change over time); c) static assumptions (those that do not change over time); d) taxation; e) financing; f) payments associated with the payment mechanism, including Progress Payments, SC1 Substantial Completion Payment, SC1a Withholding Amount, SC1b Withholding Amount, Deficiency Holdback, Warranty Holdback and Post-Completion Work Holdback; g) any assumed revenue (in addition to the payments described above);

Section No.	Title	Contents
		<p>Outputs:</p> <ul style="list-style-type: none"> a) summary outputs; b) sources and uses of funding, with totals shown in thousands of nominal dollars; c) a schedule of payments by the Province that sets out the expected date of payment (i.e., Progress Payments, SC1 Substantial Completion Payment, SC1a Withholding Amount, SC1b Withholding Amount, Warranty Holdback, Deficiency Holdback(s) and Post-Completion Work Holdback) and the amount to be paid by the Province, in nominal terms; d) the proposed funding structure, with funding schedules that specify the expected debt repayment dates and the amount of debt service, in nominal terms only, to be repaid; e) financial statements (income statement, cash flow statement and balance sheet) presented in accordance with Canadian GAAP, including any relevant IFRS provisions; f) a cash flow statement that reflects the priority of access to cash flow based on the Proponent's Financing Plan; g) financial ratios as required by Senior Lenders as appropriate to the capital structure set out in the Proponent's Financing Plan; and h) Affordability Model – embed the Affordability Model into the Financial Model as separate worksheet and link the outputs of the Financial Model to the Affordability Model.
5.5.3	Assumptions Book for Financial Model	<p>An assumptions book for the Financial Model. The assumptions book for the Financial Model is to provide sufficient detail for a duplicate Financial Model to be constructed from it (if so required). It is to include the following areas:</p> <ul style="list-style-type: none"> a) a summary of the financing assumptions, including a breakdown of all fees and costs of the financing; b) capital cost schedules; c) macro-economic assumptions; d) taxation assumptions; e) depreciation rates and other accounting policies; and f) all other assumptions required to construct the Financial Model.

Section No.	Title	Contents
		<p>The assumptions book is to reconcile with the Financial Model. If the assumptions detailed in the assumptions book are not consistent with the assumptions in the Financial Model, the Province may, in its discretion, take any one or more of the steps described in Section 5.4 of Volume 1 of this RFP, including require the Proponent to resubmit either the Financial Model and/ or the assumptions book.</p>
5.5.4	Instruction Manual for Financial Model	<p>An instruction manual, which is to explain the functionality of the Financial Model and how it is structured.</p> <p>The instruction manual is also to provide sufficient details to allow the Province to change model inputs for the sensitivities shown in Forms A-2 and A-3, Project sensitivities of this Appendix and resolve the Financial Model for changes in interest rates as set out in Section 5.2.4 and Section 5.2.5 of this Package 5.</p>
5.5.5	Model Audit	<p>Submit an independent financial model audit for the benefit and reliance of the Province.</p> <p>This may be based on the same independent review of the Financial Model carried out to satisfy the Senior Lenders. After the Preferred Proponent is determined, the Preferred Proponent will provide the Province with a copy of the auditor’s terms of engagement (in a form satisfactory to the Province) and the Province will become an addressee or co-addressee on all future model audit reports including any interim model audit reports and related correspondence.</p> <p>The model auditor will carry minimum liability coverage of \$5,000,000. For clarity, the Province does not expect to have priority over the Senior Lenders should both the Senior Lenders and the Province make a claim against this coverage.</p> <p>If the Proponent’s Financing Plan involves a re-couponsing process, as described in Section 5.4.1 g) Financing Plan of Appendix A of the RFP, the model auditor is to opine that the pre-re-couponsing and post-re-couponsing model are identical with the exception of the determination of the issue spread adjustment.</p>
5.5.6	Capital Costs	<p>Populate column A for each Cost Item of Appendix C (Form of Statement of Progress) of Schedule 10 of the Definitive PA. The information provided is to reconcile with the Financial Model.</p>

Section No.	Title	Contents
5.6	Strategy for the Design-Build Contractor	
5.6.1	Strategy for the Design-Build Contractor	<p>Description of the Proponent’s contracting strategy for the Project that includes the structure of any contracting arrangements, including with the Design-Build Contractor.</p> <p>The Proponent is to provide draft heads of agreement executed by all applicable parties for the Design-Build Contract.</p> <p>The Proponent is also to fully describe what security is being provided to Project Co by the Design-Build Contractor in respect of the performance of their obligations, including in case of default.</p>
5.7	Project Insurances	
5.7.1	Project Insurances	<p>The Proponent is to demonstrate by way of undertakings or comfort letters from insurers or the Proponent’s insurance broker or advisor that it will be able to arrange Project insurances that comply with the requirements of the Definitive PA, including amounts insured by type of insurance (e.g. Builder’s Risk/property coverages, liability coverages etc.).</p>
5.8	Affordability Model	
5.8.1	Affordability Model	<p>A fully and duly completed Affordability Model in both electronic and hard copy. The electronic copy is to be embedded within the Financial Model in accordance with Section 5.5.2 of this Appendix A of the RFP.</p> <p>The inputs that the Proponent includes in the Affordability Model should correspond to the outputs from the Financial Model.</p>

Form A-2 – Project Sensitivities

Sensitivities	Change	Contract Price
Base position as per submitted Financial Model		

Sensitivities	Change	Contract Price
Pre Effective Date Sensitivities (*):		
Change in interest rates	+100 bps	
	+50 bps	
	-50bps	

* Pre-Effective Date Sensitivities are to show the sensitivity of changes prior to the Effective Date.

Form A-3 – Post Effective Date Project Sensitivities

Proponents are required to complete the form to show the percentage changes to model parameters that breach the specified Senior Lender financial ratios.

	Event of default under Senior Lending Agreements
per cent increase in construction costs	

Note: Proponents are to provide the extent of change necessary to invoke the event of default and specify the Senior Lenders financial ratio which breaches in that instance assuming the Progress Payments are unchanged. If the Proponent is unable to perform a scenario listed, the Proponent can describe, in the relevant scenario, the reason as to why the sensitivity cannot be performed.

Appendix B

Evaluation Criteria

Evaluation Process

A - Technical Submittal

Subject to the terms of this RFP, the Technical Submittal evaluation will consider whether the Technical Submittal, substantially satisfies the requirements of this RFP, including the requirements set out in Appendix A, and the Definitive PA, and demonstrates to the satisfaction of the Province, that the Proponent is capable of performing the obligations and responsibilities of Project Co and delivering the Project in accordance with the Project Agreement and that the Proponent has a good understanding of the Project and of the Project Work.

As part of the Technical Submittal, the Proponent must identify the selected Schedule Milestone Step that corresponds to the Proponent's Proposal.

B – Technical Supplement – Applicable Only if Province Issued an Invitation to Submit a Technical Supplement

If the Province issued an invitation to submit a Technical Supplement, and the Proponent submits a Technical Supplement containing amendments, then subject to the terms of this RFP, the Technical Supplement evaluation will consider whether:

1. the Technical Supplement contains only amendments that are demonstrated as
 - a. necessary to reflect the amendments, restructuring, supplements or impacts, as applicable, described in Section 3.7.3 of Volume 1 of this RFP, and
 - b. not having an effect beyond reflecting such amendments, restructuring, supplements or impacts, as applicable; and
2. the Technical Submittal, if modified in accordance with each amendment, separately, and with all the amendments, collectively that have not been rejected, would
 - a. substantially satisfy the requirements of this RFP, including the requirements set out in this Appendix, and the Definitive PA, in a manner equal to or better than did the Technical Submittal before incorporating the Technical Supplement amendments that have not been rejected, and

- b. demonstrate to the satisfaction of the Province that the Proponent continues to have a good understanding of the Project and of the Project Work and continues to be capable of performing the obligations and responsibilities of Project Co and delivering the Project in accordance with the Project Agreement.

If the Province issues an invitation to submit a Technical Supplement, and the Proponent submits a Technical Supplement containing no amendments then, subject to the terms of this RFP, the evaluation of the Technical Supplement will consider whether the Proponent has submitted written clear, unconditional and unqualified confirmation on behalf of each Proponent Team Member that the Proponent and each Proponent Team Member has reviewed and considered the amendments, restructuring, supplements or impacts, as applicable, described in Section 3.7.3 of Volume 1 of this RFP, and that each considers and has conclusively determined that no amendments to the Technical Submittal submitted by the Proponent are necessary.

C – Financial Submittal

Proposals will be examined to determine whether the requirements of this RFP in respect of the Affordability Requirement have been satisfied, i.e. that a Proponent's Contract Price Proposal is less than or equal to the Affordability Requirement.

Subject to the terms of this RFP, the Financial Submittal evaluation will consider whether the Financial Submittal substantially satisfies the requirements of this RFP, including the requirements set out in Appendix A, and the Definitive PA.

Ranking Process

Subject to the terms of this RFP, each Proposal, including the Technical Submittal, the Technical Supplement, if any, and the Financial Submittal, that substantially satisfies the requirements of this RFP and the Definitive PA, will be ranked according to the following process.

1. For the purposes of the ranking process under this RFP, each Proposal will be examined to determine whether it corresponds to:
 - a. Schedule Milestone Step 1, wherein the SC1 Substantial Completion Date set out in the Proponent's Project Schedule, provided in accordance with Section 3.1.1 of Package 3 of Appendix A of the RFP, is on or before the SC1 Substantial Completion Target Date; or
 - b. Schedule Milestone Step 2, wherein the SC1 Substantial Completion Date set out in the Proponent's Project Schedule, provided in accordance with Section 3.1.1 of Package 3 of Appendix A of the RFP, is after the SC1 Substantial Completion Target Date and on or before December 31, 2023; or

- c. Schedule Milestone Step 3, wherein the SC1 Substantial Completion Date set out in the Proponent's Project Schedule, provided in accordance with Section 3.1.1 of Package 3 of Appendix A of the RFP, is after December 31, 2023 and on or before April 30, 2024; or
 - d. Schedule Milestone Step 4, wherein the SC1 Substantial Completion Date set out in the Proponent's Project Schedule, provided in accordance with Section 3.1.1 of Package 3 of Appendix A of the RFP, is after April 30, 2024 and on or before August 31, 2024.
2. Each Proposal will be examined to determine whether the requirements of this RFP and the Definitive PA, other than the Affordability Requirement, have been substantially satisfied.
3. Applying the Schedule Milestone Steps set out in paragraph 1 above, the Proposal that meets the requirements referenced in paragraph 2 above, offers a Contract Price Proposal that is less than or equal to the Affordability Requirement and has been determined to correspond with the earliest (lowest number) Schedule Milestone Step, will receive the highest ranking and be designated the highest-ranked Proposal.
4. If two or more Proposals that meet the requirements referenced in paragraph 2 above correspond to the same and earliest (lowest number) Schedule Milestone Step, the Proposal which offers the lowest Contract Price Proposal that is less than or equal to the Affordability Requirement will receive the highest ranking and be designated the highest-ranked Proposal.
5. If no Proposal offers a Contract Price Proposal that is less than or equal to the Affordability Requirement, the Province may in its discretion select the Proposal that is the most advantageous to the Province with regard to Project Schedule and Contract Price Proposal and that Proposal will receive the highest ranking and be designated as the highest-ranked Proposal.

Appendix C

Interim Financial Review Submittal

Capital Cost Summary Table

Cost Categories	Cost Item	Cost Category Amounts (\$ Nominal)
Financing Costs	Financing costs	Category Total:
Project Management	Project management and special purpose vehicle	Category Total:
Mobilization	Mobilization	Category Total:
Design	Design	Category Total:
North Approach	Foundations Substructure Superstructure	Category Total:
South Approach	Foundations Substructure Superstructure	Category Total:
River Crossing	Back span foundations Bridge support structure foundations Back span substructure Bridge support structure Bridge deck structure to the back spans and main span	Category Total:
Bridge and approaches finishing and equipment	Paving Road barriers Security and safety fencing Lighting Drainage Signage and pavement markings Equipment Third party utility facilities	Category Total:
City of New Westminster	Roadworks Structures	Category Total:
City of Surrey	Roadworks	Category Total:

	Structures		
Bridge Demolition	Removal of Existing Pattullo Bridge structural steelwork and deck material Removal to mudline South approach removal North approach removal Disposal of all components demolished Landscaping and restoration	Category \$85,000,000	Total:
Specific Cost Items Total		\$8,800,000	
Total Nominal Cost			

Appendix D

Rate Setting Process and Advance Interest Rate Submittals

1. Rate Setting Process

To facilitate the rate setting process, an AIRS process will be used over the RFP phase prior to the selection of a Preferred Proponent. Once a Preferred Proponent is selected, detailed base rate setting protocols as applicable will be developed by the Preferred Proponent for review by the Province.

Any facility identified by a Proponent as an Adjustment Credit Facility in the AIRS process may have components of its pricing between Financial Submittal and Effective Date adjusted for benchmarks (“**Benchmarks**”) as outlined in this appendix.

Benchmarks are:

- a) Senior Debt Base Rate Benchmark: established by reference to Government of Canada benchmark bonds.

This Benchmark is used to establish the Senior Debt base rate for the Proponent’s Financial Submittal and to establish the calculation for determining the relevant base rate at Effective Date.

- b) Swapped Senior Debt Base Rate Benchmark: established by reference to CAD swap yields and CAD basis swap yields.

This Benchmark is used to establish the Senior Debt swapped base rate for the Proponent’s Financial Submittal and to establish the calculation for determining the relevant swapped base rate at Effective Date.

- c) Reinvestment Base Rate Benchmark: established by reference to either of the approaches outlined in (a) and (b) above depending on the nature of the reinvestment product.

This Benchmark is used to establish the reinvestment product base rate for the Proponent’s Financial Submittal and to establish the calculation for determining the relevant reinvestment product base rate at Effective Date.

- d) Senior Debt Credit Spread Benchmark: established by reference to a basket of comparable bonds agreed between the Province and the Proponent.

This Benchmark is used to measure the change in spread of a basket of bonds between Financial Submittal and the Credit Spread Refresh Lock-in Date. The Proponent's relevant credit spreads will be adjusted by the same amount (either up or down).

Benchmarks (excluding the Reinvestment Base Rate Benchmark) may be applied to any Senior Credit Facility that is designated by a Proponent during the Advance Interest Rate Submittal process as an Adjustment Credit Facility. Any Senior Credit Facility not so designated will not be adjusted following the Financial Submittal.

The Reinvestment Base Rate Benchmark may be applied to any reinvestment product that is included in the Proponent's Financial Model and that is associated with any portion of the Senior Credit Facilities. Such reinvestment product must be designated by the Proponent during the Advance Interest Rate Submittal process as an Adjustment Credit Facility. Any reinvestment product not so designated will not be adjusted following the Financial Submittal.

2 Advance Interest Rate Submittals (AIRS)

There are three Advance Interest Rate Submittals (AIRS) to determine the method for calculating the Benchmarks and their values: Initial AIRS, Interim AIRS and Final AIRS. Details and submission requirements relating to each of these AIRS are described in Sections 4.2, 5.2 and 6.2 of this Appendix.

2.1 Senior Debt Base Rate Fluctuation Risk (including reinvestment products)

If a Proponent submits all of an Initial AIRS, an Interim AIRS and a Final AIRS with respect to Base Rates in accordance with the provisions of this RFP, and the Province has advised the Proponent that such AIRS are acceptable to the Province, then subject to the provision of this RFP the Province will assume the risk of any changes in Base Rates (both up and down) affecting the relevant Adjustment Credit Facilities only, in respect of the period commencing from and including the date the Province provides the information with respect to the Final AIRS (as contemplated in Section 6.1 of this Appendix) up to and including the Effective Date.

2.2 Senior Debt Credit Spread Fluctuation Risk

If a Proponent submits all of an Initial AIRS, an Interim AIRS and a Final AIRS with respect to Credit Spreads in accordance with the provisions of this RFP, and the Province has advised the Proponent that such AIRS are acceptable to the Province, then subject to the provision of this RFP the Credit Spread on each relevant Adjustment Credit Facility only will be reset on the Credit Spread Refresh Lock-in Date to reflect the movement (if any) in the Senior Debt Credit Spread Benchmark since the date on which the Final AIRS acceptable to the Province was submitted.

The “**Credit Spread Refresh Lock-in Date**” will be the Business Day immediately prior to the date on which the Base Rates for the Senior Credit Facilities are set in accordance with the pre-agreed rate setting protocol, when the Preferred Proponent is either to:

- a) confirm the Credit Spread applicable to each relevant Adjustment Credit Facility (where there has been no change in the Credit Spread); or
- b) change the Credit Spread applicable to each relevant Adjustment Credit Facility (whether such change is upwards or downwards) by submitting to the Province:
 - 1) the revised Credit Spreads calculated using the Senior Debt Credit Spread Benchmark approved by the Province in accordance with this RFP, including all information that the Province requires to confirm the movement in the Senior Debt Credit Spread Benchmark and applicable revision to each Credit Spread;
 - 2) a fully completed Appendix D-3;
 - 3) a fully optimized Financial Model that has been revised only to reflect the then-current value for the Base Rate and revised Credit Spread on each relevant Adjustment Credit Facilities;
 - 4) Financial Submittal forms in Appendix A revised only with respect to the then-current value for the Base Rate and Credit Spread on each Adjustment Credit Facilities; and
 - 5) any other supporting information that the Province may reasonably request.

With effect from the Credit Spread Refresh Lock-in Date, but without prejudice to any other rights of the Province under this RFP, the revised Credit Spreads on the relevant Adjustment Credit Facilities and any re-optimization of the Financial Model and any revisions to its Financing Plan provided by the Preferred Proponent will apply without any further adjustment to Credit Spreads through to Effective Date.

2.3 Credit Spread Re-Couponsing Process

If a Proponent’s Financing Plan involves a solution that has a market clearing spread that differs from the Credit Spread in respect of any Adjustment Credit Facility at the Credit Spread Refresh Lock-in Date, the Province will not be involved in the determination of the issue spread adjustment.

Any activity by the Proponent to determine the issue spread adjustment and the post-re-couponsing Financial Model and reconcile with the Proponent’s financing documents (e.g. Note/Bond Indenture) must be done independently of Effective Date. The Financial Model will only reflect the Credit Spread in respect of any Adjustment Credit Facility agreed by the Province and the Proponent at the Credit Spread Refresh Lock-in Date in accordance with this Appendix.

If the Proponent has indicated in its Financial Submittal that a post-recouping Financial Model should be included as a closing document, the explanation and rationale for its inclusion (e.g. for the purposes of a termination payment) must be discussed and accepted by the Province, in its discretion, during the Preferred Proponent stage.

2.4 Interest Rate Assumptions in the Financial Submittal Financial Model

If a Proponent submits all three of an Initial AIRS, an Interim AIRS and a Final AIRS with respect to Base Rates in accordance with the provisions of this RFP, and the Province has advised the Proponent that all three such AIRS are acceptable to the Province, then subject to the provision of this RFP the Proponent is to use the Base Rate in respect of any Adjustment Credit Facility agreed by the Province and the Proponent during the Final AIRS process in accordance with this Appendix for the relevant Adjustment Credit Facilities in its Financial Model submitted as part of its Financial Submittal.

2.5 Dry Runs

If the Preferred Proponent is a Proponent that submitted all three of an Initial AIRS, an Interim AIRS and a Final AIRS in accordance with the provisions of this RFP, and the Province has advised the Proponent that such AIRS were acceptable to the Province, then prior to the Effective Date the Preferred Proponent will undertake several “dry runs” with the Province so that the parties are familiar with, and agree on, the technical process for determining the Base Rates and incorporating the results into the Financial Model.

3 General Approach to Pricing the Benchmarks

Benchmarks	Advance Interest Rate Submittals (excluding Initial)	Preferred Proponent Stage
<p>Senior Debt Base Rate Benchmark</p> <p>(not swapped, based on Government of Canada benchmark bonds)</p>	<p>Bid-market rates for Government of Canada benchmark bonds to be provided by the Province.</p> <p>Interpolation (if any) to be calculated by the Proponent using a methodology agreed during the Initial AIRS process.</p> <p>The calculated Senior Debt Base Rate Benchmark, including the calculation methodology, will be subject to the Province’s approval.</p>	<p>At Effect Date:</p> <p>Senior Debt Base Rate Benchmark to be provided by the Preferred Proponent in accordance with a pre-agreed rate setting protocol.</p> <p>Proponent to source its own bid-market data. Interpolation methodology to match that agreed during the AIRS process.</p> <p>The Senior Debt Base Rate Benchmark will be subject to the Province’s approval.</p>
<p>Swapped Senior Debt Base Rate Benchmark</p> <p>(swapped, based</p>	<p>Mid-market CAD swap and mid-market CAD basis swap data will be provided by the Province.</p> <p>Proponent will use the information provided by the Province to calculate the appropriate Swapped Senior</p>	<p>At Effective Date:</p> <p>Swapped Senior Debt Base Rate Benchmark to be provided by the Preferred Proponent in accordance with a</p>

Benchmarks	Advance Interest Rate Submittals (excluding Initial)	Preferred Proponent Stage
on a forward swap curve)	<p>Debt Base Rate Benchmark using a methodology agreed during the Initial AIRS process.</p> <p>Proponent will provide the terms of the swap structure per the template provided in Appendix D-2 unless an alternative structure is proposed by the Proponent and agreed by the Province. Proponent will assume that the terms provided including, but not limited to, the notional schedule and the fixed rate assume that Financial Close happened on the same day that the day the rates were provided by the Province under Appendix D-1.</p> <p>The calculated Swapped Senior Debt Base Rate Benchmark, including the calculation methodology, will be subject to the Province’s approval.</p>	<p>pre-agreed rate setting protocol.</p> <p>Proponent to source its own mid-market data. Calculation methodology to match that agreed during the AIRS process.</p> <p>The Swapped Senior Debt Base Rate Benchmark will be subject to the Province’s approval.</p>
Reinvestment Base Rate Benchmark	<p>An approach similar to the Senior Debt Base Rate Benchmark or the Swapped Senior Debt Base Rate Benchmark depending on the nature of the relevant reinvestment product.</p>	<p><u>At Effective Date:</u></p> <p>An approach similar to the Senior Debt Base Rate Benchmark or the Swapped Senior Debt Base Rate Benchmark depending on the nature of the relevant reinvestment product.</p>
Senior Debt Credit Spread Benchmark	<p>Proponent to provide the mid-market rates of a basket of bonds agreed during the Initial AIRS process.</p> <p>Proponent will calculate the Senior Debt Credit Spread Benchmark using a methodology agreed during the Initial AIRS process.</p> <p>Mid-market rates and calculated mid-market Credit Spreads will be subject to approval by the Province.</p>	<p><u>On the Credit Spread Refresh Lock-in Date:</u></p> <p>Proponent to provide a fully completed Appendix D-3.</p> <p>Proponent to provide the mid-market rates of a basket of bonds agreed during the AIRS process.</p> <p>Proponent to calculate the Senior Debt Credit Spread using the same methodology agreed during the AIRS process.</p> <p>Mid-market and calculated mid-market Credit Spreads will be subject to approval by the Province.</p>

The “Senior Debt Base Rate Benchmark” will be calculated at the bid-market rate, excluding any execution spread, Credit Spread, liquidity spread or any other form of margin, spread or fee.

The “Swapped Senior Debt Base Rate Benchmark”, and the “Reinvestment Base Rate Benchmark” will all be calculated at the mid-market rate excluding any execution spread, Credit Spread, liquidity spread or any other form of margin, spread or fee.

The Proponent's Financial Model included in its Financial Submittal should include any execution and/or swap Credit Spread/charge required to execute the relevant benchmark and, for the avoidance of doubt, such execution and/or swap Credit Spread/charge will not be subject to any adjustments after Financial Submittal.

4 Initial AIRS

4.1 Information to be Provided by the Province

The Province expects to provide Proponents with an updated Appendix D-1 one week prior to the Initial AIRS Submittal Deadline based on market rates as at 08:00 Pacific Time on that day.

4.2 Information to be Provided by the Proponent

In its Initial AIRS the Proponent is to provide:

- a) A statement of which of its Senior Credit Facilities it elects to designate as an Adjustment Credit Facility. If the Proponent does not elect to designate any Senior Credit Facility as an Adjustment Credit Facility, then a statement to that effect.

If no Senior Credit Facilities are designated as an Adjustment Credit Facility then, except as required by this Section 4.2a), the Proponent is not required to submit any further information in respect of the AIRS process.

The terms of any Senior Credit Facility designated as an Adjustment Credit Facility may be adjusted in the Proponent's Financial Model, but only in accordance with this RFP, between Financial Submittal and Effective Date. Any Senior Credit Facility not designated as an Adjustment Credit Facility may not be adjusted following Financial Submittal.

- b) A statement of which of the Benchmarks the Proponent elects to apply to each of the designated Adjustment Credit Facilities.
- c) If a Proponent elects to apply the Senior Debt Base Rate Benchmark:
 - 1) Confirmation that the Government of Canada benchmark bonds identified by the Province in Appendix D-1 are suitable for the anticipated debt structure contemplated by the Proponent. When selecting the Government of Canada benchmark bonds, Proponents should utilize Canadian bond market pricing convention which is to price amortizing bonds using an underlying benchmark bond with a term to maturity that approximates the average life date, not the maturity date.

- 2) If the Government of Canada benchmark bonds identified by the Province in Appendix D-1 are not suitable for the anticipated debt structure contemplated by the Proponent, then alternate security or securities for consideration by the Province.

In such instances, the Proponent is to provide sufficient information to allow the Province to confirm that the Government of Canada benchmark bonds identified by the Province in Appendix D-1 are not suitable for the Proponent's anticipated debt structure. If other alternate security or securities are submitted for consideration by the Province, the information provided must demonstrate why they are suitable and possess similar characteristics in terms of information access, rating, duration, liquidity and amortization as the Government of Canada benchmark bonds identified by the Province in Appendix D-1.

Alternate security or securities may be accepted or rejected by the Province at its discretion.

- 3) A detailed explanation, including a worked example, of how and in what circumstances the Proponent will calculate an interpolated rate from the alternate security or securities if approved by the Province.
- d) If a Proponent elects to apply the Swapped Senior Debt Base Rate Benchmark:
 - 1) A completed indicative swap term sheet substantially in the form shown in Appendix D-2 except that for the purpose of the Initial AIRS, terms and conditions marked on the indicative term sheet with an asterisk (*) need not be submitted.
 - 2) A detailed explanation, including a worked example indicating the periodic payments and reset rates expected as calculated by the Proponent, of how the Swapped Senior Debt Base Rate Benchmark will be calculated from the information provided to the Proponent by the Province.
 - e) If a Proponent elects to apply the Reinvestment Base Rate Benchmark:
 - 1) A description of the reinvestment products to which the Benchmark will apply and the association between those reinvestment products and the Senior Credit Facilities.
 - 2) Confirmation as to whether the Reinvestment Base Rate Benchmark is to be based on a swapped rate product;
 - 3) If the Reinvestment Base Rate Benchmark is not to be based on a swapped rate product then the same information requested in Section 4.2c) of this Appendix in relation to the Reinvestment Rate Benchmark;

- 4) If the Reinvestment Base Rate Benchmark is to be based on a swapped rate product then the same information requested in Section 4.2d) of this Appendix in relation to each Reinvestment Base Rate Benchmark.
- f) If a Proponent elects to apply the Senior Debt Credit Spread Benchmark:
 - 1) A proposed Senior Debt Credit Spread Benchmark, such Senior Debt Credit Spread Benchmark being a security (i.e., an index) or weighted “basket” of securities that the Proponent believes possesses similar credit characteristics to the relevant Adjustment Credit Facility in terms of rating, duration, size and currency and for which observable rates are verifiable by the Province. Complete and submit Section 2, area labeled “i” columns B through G inclusive in Appendix D-3.

The basket must include at least 10 securities, but may include more at the discretion of the Proponent. If certain securities are rejected by the Province during the AIRS process, the Proponent must propose additional securities, subject to the Province’s approval, in order to get back to the minimum.

- 2) Rationale for the suitability of the Senior Debt Credit Spread Benchmark including consideration for relevance, liquidity and diversification within the “basket”;
- 3) Information and documentation to support, and to enable a third party to verify, the proposed Senior Debt Credit Spread Benchmark pricing including:
 - details of how the Senior Debt Credit Spread Benchmark will be priced and software that will be applied; and
 - details of the pricing conventions inherent in the pricing.

4.3 Process following Initial AIRS

Within a reasonable period determined by the Province after the Initial AIRS Submittal Deadline, the Province will advise the relevant Proponent whether, in the Province’s discretion, the information contained within the Initial AIRS is acceptable.

If the Province advises a Proponent, with particulars, that any Initial AIRS is not acceptable, the Proponent is to submit a revised Initial AIRS to the Province that addresses the Province’s concerns within 5 Business Days (or other such reasonable period determined by the Province in its discretion) after receiving such notice.

The Province may, in its discretion, request a meeting with the Proponent to discuss its Initial AIRS.

This process will be repeated (at the discretion of the Province) until an Initial AIRS is proposed that is acceptable to the Province, in the Province's discretion. A Proponent that has submitted an Initial AIRS that is acceptable to the Province will be invited to submit an Interim AIRS.

A Proponent may make a supplementary submission after the Initial AIRS (on the same basis as the Initial AIRS) and before the Interim AIRS. It is in the Province's discretion whether to accept the supplementary submission. If there is insufficient time for the Province and the Proponent to agree on revised Benchmarks, the Proponent will use the Benchmarks approved at the Initial AIRS.

5 Interim AIRS

5.1 Information to be Provided by the Province

The Province expects to provide Proponents with an updated Appendix D-1 one week prior to the Interim AIRS Submittal Deadline based on market rates as at 08:00 Pacific Time on the day it is provided.

5.2 Information to be Provided by the Proponent

In its Interim AIRS the Proponent is to provide (including where appropriate, an indication of information that has been amended since its Initial AIRS, for example, by providing a blackline of any swap term sheet):

- a) If a Proponent elected in its Initial AIRS to apply the Senior Debt Base Rate Benchmark:
 - 1) Acceptance of the information provided one week prior to the Interim AIRS Submittal Deadline by the Province to the Proponent.
 - 2) The calculation used by the Proponent to determine the Senior Debt Base Rate Benchmark from the information provided by the Province.
 - 3) Confirmation that the Senior Debt Base Rate Benchmark is calculated using the rates provided by the Province and excludes all margins, spreads and fees.

- b) If a Proponent elected in its Initial AIRS to apply the Swapped Senior Debt Base Rate Benchmark:
 - 1) Acceptance of the information provided one week prior to the Interim AIRS Submittal Deadline by the Province to the Proponent.
 - 2) A completed indicative swap term sheet substantially in the form shown in Appendix D-2.
 - 3) The Swapped Senior Debt Base Rate Benchmark determined by the Proponent using the information provided by the Province.

- 4) The calculation used by the Proponent to determine the Swapped Senior Debt Base Rate Benchmark.
 - 5) Confirmation that the Swapped Senior Debt Base Rate Benchmark is calculated using the rates provided by the Province and excludes all margins, spreads and fees (with the exception of any swap spread/charge implied within the mid-market CAD swap curve). Any execution and/or swap Credit Spread/charge required to execute the Swapped Senior Debt Base Rate Benchmark should be included in the Proponent's Contract Price Proposal submitted as part of its Financial Submittal and will not be subject to any adjustments after Financial Submittal.
- c) If a Proponent elected in its Initial AIRS to apply the Reinvestment Base Rate Benchmark:
- 1) Acceptance of the information provided one week prior to the Interim AIRS Submittal Deadline by the Province to the Proponent.
 - 2) If relevant, a completed indicative swap term sheet substantially in the form shown in Appendix D-2. If an indicative swap term sheet is not relevant to the Reinvestment Base Rate Benchmark then a confirmation as such.
 - 3) The Reinvestment Rate Benchmark determined by the Proponent using the information provided by the Province.
 - 4) The calculation used by the Proponent to determine the Reinvestment Base Rate Benchmark from the information provided by the Province;
 - 5) Confirmation that the Reinvestment Base Rate Benchmark is calculated using the rates provided by the Province and excludes all margins, spreads and fees (with the exception of any swap spread implied within the mid-market CAD swap curve, if relevant).
- d) If a Proponent elected in its Initial AIRS to apply the Senior Debt Credit Spread Benchmark:
- 1) The Senior Debt Credit Spread Benchmark determined by the Proponent as at 07:00 Pacific Time the day before the Interim AIRS Submittal Deadline based on the basket agreed by the Province in accordance with Section 4.2f) of this Appendix. Complete and submit Section 2, area labeled "ii", columns H through M inclusive in Appendix D-3;
 - 2) Information and documentation to support, and to enable a third party to verify, the proposed Senior Debt Credit Spread Benchmark price including:
 - details of how the Senior Debt Credit Spread Benchmark was priced and the software that was applied;

- a brief description on any bonds that were previously included in the basket that have now been dropped;
- copies of the price quotes (using a Bloomberg screen shot or similar); and
- details of the pricing conventions inherent in the pricing.

Confirmation that the Senior Debt Credit Spread Benchmark is a mid-market spread that is calculated from the difference in the relevant mid-market rates and excludes all margins, profits and fees.

5.3 Process following Interim AIRS

Within a reasonable period determined by the Province after the Interim AIRS Submittal Deadline, the Province will advise the relevant Proponent whether, in the Province's discretion, the information contained within the Interim AIRS is acceptable.

If the Province advises a Proponent, with particulars, that any Interim AIRS is not acceptable, the Proponent is to submit a revised Interim AIRS to the Province that addresses the Province's concerns within 5 Business Days (or other such reasonable period determined by the Province in its discretion) after receiving such notice.

The Province may, in its discretion, request a meeting with the Proponent to discuss its Interim AIRS.

This process will be repeated (at the discretion of the Province) until an Interim AIRS is proposed that is acceptable to the Province, in the Province's discretion. A Proponent that has submitted an Interim AIRS that is acceptable to the Province will be invited to submit a Final AIRS.

6 Final AIRS

6.1 Information to be Provided by the Province

The Province expects to provide Proponents with an updated Appendix D-1 one week prior to the Final AIRS Submittal Deadline based on market rates as at 08:00 Pacific Time on the day it is provided.

6.2 Information to be Provided by the Proponent

In its Final AIRS the Proponent is to provide (including where appropriate, an indication of information that has been amended since its Interim AIRS, for example, by providing a blackline of any swap term sheet):

- a) If a Proponent elected in its Initial AIRS to apply the Senior Debt Base Rate Benchmark:

- 1) Acceptance of the information provided one week prior to the Final AIRS Submittal Deadline by the Province to the Proponent.
 - 2) The calculation used by the Proponent to determine the Senior Debt Base Rate Benchmark from the information provided by the Province.
 - 3) Confirmation that the Senior Debt Base Rate Benchmark is calculated using the rates provided by the Province and excludes all margins, spreads and fees.
- b) If a Proponent elected in its Initial AIRS to apply the Swapped Senior Debt Base Rate Benchmark:
- 1) Acceptance of the information provided one week prior to the Final AIRS Submittal Deadline by the Province to the Proponent.
 - 2) A completed indicative swap term sheet substantially in the form shown in Appendix D-2.
 - 3) The Swapped Senior Debt Base Rate Benchmark determined by the Proponent using the information provided by the Province.
 - 4) The calculation used by the Proponent to determine the Swapped Senior Debt Base Rate Benchmark.
 - 5) Confirmation that the Swapped Senior Debt Base Rate Benchmark is calculated using the rates provided by the Province and excludes all margins, spreads and fees (with the exception of any swap spread implied within the mid-market CAD swap curve).
 - 6) With the exception of any swap spread implied within the mid-market CAD swap curve, an execution and/or Credit Spread/charge required to execute the relevant rate (for the Swapped Senior Debt Base Rate Benchmark should be included in the Proponent's Contract Price Proposal submitted as part of its Financial Submittal and will not be subject to any adjustments after Financial Submittal).
- c) If a Proponent elected in its Initial AIRS to apply the Reinvestment Base Rate Benchmark:
- 1) Acceptance of the information provided one week prior to the Final AIRS Submittal Deadline by the Province to the Proponent.
 - 2) If relevant, a completed indicative swap term sheet substantially in the form shown in Appendix D-2. If an indicative swap term sheet is not relevant to the Reinvestment Base Rate Benchmark then a confirmation as such.

- 3) The Reinvestment Rate Benchmark determined by the Proponent using the information provided by the Province.
 - 4) The calculation used by the Proponent to determine the Reinvestment Base Rate Benchmark from the information provided by the Province;
 - 5) Confirmation that the Reinvestment Base Rate Benchmark is a mid-market rate and excludes all margins, spreads and fees (with the exception of any swap spread implied within the mid-market CAD swap curve, if relevant).
- d) If a Proponent elected in its Initial AIRS to apply the Senior Debt Credit Spread Benchmark:
- 1) The Senior Debt Credit Spread Benchmark determined by the Proponent as at 07:00 Pacific Time the day before the Final AIRS Submittal Deadline based on the basket agreed by the Province in accordance with Section 5.2d) of this Appendix. Update and submit Section 2, area labeled “ii” columns H through M inclusive in Appendix D-3;
 - 2) Information and documentation to support, and to enable a third party to verify the proposed Senior Debt Credit Spread Benchmark including:
 - details of how the Senior Debt Credit Spread Benchmark was priced and the software that was applied;
 - a brief description on any bonds that were previously included in the agreed basket that have now been dropped;
 - copies of the price quotes (using a Bloomberg screen shot or similar); and
 - details of the pricing conventions inherent in the pricing.
 - 3) Confirmation that the Senior Debt Credit Spread Benchmark is a mid-market spread that is calculated from the difference in the relevant mid-market rates and excludes all margins, profits and fees (with the exception, if relevant, of any swap spread implied within the mid-market CAD swap curve).

6.3 Process following Final AIRS

Within a reasonable period determined by the Province after the Final AIRS Submittal Deadline, the Province will advise the relevant Proponent whether, in the Province’s discretion, the information contained within the Final AIRS is acceptable.

If the Province advises a Proponent, with particulars, that any Final AIRS is not acceptable, the Proponent is to submit a revised Final AIRS to the Province that addresses the Province's concerns within 5 Business Days (or other such reasonable period determined by the Province in its discretion) after receiving such notice.

The Province may, in its discretion, request a meeting with the Proponent to discuss its Final AIRS.

This process will be repeated (at the discretion of the Province) until a Final AIRS is proposed that is acceptable to the Province, in the Province's discretion.

APPENDIX D-1

Rate Sheet

Provided as a separate pdf document.

Note: If any Government of Canada benchmark bond switches to an alternative Government of Canada benchmark bond prior to Effective Date, the pricing of any Adjustment Credit Facilities based on the affected Government of Canada benchmark bond will also switch to the applicable alternative Government of Canada benchmark bond.

APPENDIX D-2

Swap Term Sheet

Provided as a separate spreadsheet.

APPENDIX D-3

Senior Debt Credit Spread Benchmark

Provided as a separate worksheet.

Appendix E

Security Package Review Submittals

1. Security Package Review Process

To provide Proponents with an indication of the acceptability of their potential security packages, Proponents may submit potential security packages and supporting information, including estimated costs, for review by the Province. The Province will provide written feedback to Proponents which will indicate the suitability of the potential security packages and may include comments on certain components of the potential security packages.

The Proponents may submit the information requested in this Appendix for the Base Security Package and up to three Alternate Security Packages at each submittal time. The Province will review each package and expects to provide written feedback to Proponents approximately four weeks after the relevant submittal deadline. Proponents will have a total of three opportunities to submit potential security packages for feedback. Submittal deadlines are indicated in Section 3.12 of Volume 1 of this RFP.

Proponent participation in this process is not mandatory; however, it may assist Proponents in preparing a Financial Submittal that substantially meets the Province's requirements. Proponents may request a Topic Meeting relating to this process at any time.

This process is not binding and any feedback by the Province is based on the information provided by Proponents at the time of submittal and is indicative in nature.

2 Base Security Package

The Base Security Package proposed by Proponents should be responsive to the submission requirement in Section 5.4.3 of Appendix A of Volume 1 of this RFP: "demonstration that the Proponent's Financing Plan, including security, bonding, guarantees and insurance elements, is robust and deliverable."

The Base Security Package proposed by Proponents must at a minimum include the following:

- a) parental company guarantee(s) to align with the limits of liability (as defined in the PA); and
- b) performance and labour and materials bonds, each valued at 50% of the anticipated Contract Price Proposal excluding financing costs.

Evidence should include:

- a) proposed draft form of parental company guarantee;
- b) consent of surety in the form of the Specimen Surety Prequalification Letter (Appendix E-1) for a multiple obligee performance bond (valued at 50% of the anticipated Contract Price Proposal excluding financing costs) and a multiple obligee labour and materials bond (valued at 50% of the anticipated Contract Price Proposal excluding financing costs) from a surety registered to provide surety bonds in Canada;
- c) specimen forms of bond, including any and all riders required or anticipated;
- d) indicative term sheet from lenders (if available);
- e) an undertaking to provide insurance (draft policies not to be provided) for relevant types of insurance and limits incremental to the requirements in Schedule 15 to the Draft PA;
- f) a description of the types and amounts of other proposed security instruments (e.g. letters of credit);
- g) an estimated cost of each component of the Base Security Package, inclusive of all items contemplated.

To support the parental company guarantee, the Proponent is to provide:

- a) material updates to the financial information provided for the Proponent's Design-Build Contractor or Design-Build Contractor Guarantors (if any) since the Qualification Response, including:
 - i. annual audited financial statements, the audit letters and the notes to the financial statements, or other similar financial information;
 - ii. interim financial statements;
 - iii. material off-balance sheet financing arrangements;
 - iv. material events that may affect the entity's financial standing since the last annual financial or interim statements provided;
 - v. any credit rating(s) updates since the RFQ; and/or
 - vi. details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that that may affect the Design-Build Contractor's or the Design-Build Contractor Guarantor's (if any) ability to perform its obligations in relation to the Project; or

- b) confirmation that there have been no material updates to the financial information identified in a) since the Qualification Response.

For the Base Security Package, the Province requires the specified bonding and parental company guarantee(s). Any additional forms of security, such as other types of instruments and additional insurance, are in addition to the Province's minimum requirements.

3 Alternate Security Packages

In addition to the Base Security Package, Proponents may submit up to three Alternate Security Packages with each submittal. Any Alternate Security Package should be robust and deliverable, but is not required to meet the requirements specified for the Base Security Package. Changes to the Definitive PA will not be entertained through the Alternate Security Package submittals, including changes to the limit of liability.

For each Alternate Security Package, Proponents should describe how the Province's requirement in Section 5.4.3 of Appendix A of this RFP that the Proponent's Financing Plan, including security, bonding, guarantees and insurance elements, is robust and deliverable is met.

Proponents should include the following for each Alternate Security Package:

- a) for each parental company guarantee, a proposed draft form of parental company guarantee, if different from that of the Base Security Package
- b) specimen forms of bond, including any and all riders required or anticipated, if different from the Base Security Package;
- c) an undertaking to provide insurance (draft policies not to be provided) for relevant types of insurance and limits incremental to the requirements in Schedule 15 to the Draft PA or Definitive PA (as applicable);
- d) the beneficiaries of each third party security;
- e) the parties whose obligations are secured by each third party security;
- f) the type, amount and anticipated provider of each third party security;
- g) all circumstances in which each third party security may expire, be subject to termination and can be called upon;
- h) if called upon, the purposes for which each third party security may be used; and
- i) an estimated cost of each component of the Alternate Security Package.

4 Province Review

The Province will review each Base Security Package and Alternate Security Package and provide non-binding feedback in writing to each Proponent as to whether the Base Security Package and/or the Alternate Security Package is anticipated to substantially satisfy the Province's requirement that the Proponent's Financing Plan, including security, bonding, guarantees and insurance elements, is robust and deliverable.

The Province will also conduct a confidential review of the value of each Alternate Security Package relative to that of the Base Security Package.

Proponents may request a Topic Meeting to discuss the Province's written feedback.

5 Submission Instructions

All security package review submittals should be submitted by e-mail to the Contact Person on or before the relevant submittal deadline as described in Section 3.12 of Volume 1 of the RFP. Files should be in a format compatible with Adobe Acrobat, Microsoft Excel or Microsoft Word.

Proponents may make their initial submittal at any of the submittal deadlines. To participate in the process, Proponents must submit evidence for a Base Security Package with their initial submittal and may, at their option, update their Base Security Package submittal at any subsequent submittal deadline. Submittals of a Base Security Package should be clearly identified as "[Proponent Name] - Base Security Package."

Proponents may also submit up to three Alternate Security Packages at any submittal deadline. The Alternate Security Packages submitted may be updated, replaced or discontinued at any subsequent submittal deadline at the Proponent's discretion.

Each Alternative Security Package should be clearly identified as "[Proponent Name] - Alternate Security Package #[sequential number]." Should an Alternate Security Package be updated and resubmitted, Proponents should retain the sequential number from the previous submittal. If a new security package is submitted with the follow-up or final submittal, Proponents should identify it by a new sequential number.

6 Security Package at Financial Submittal

Proponents are under no obligation to submit a security package identical to one submitted under this process as part of their Financial Submittal. All security packages will be subject to the same evaluation process (in accordance with Appendix A of Volume 1 of the RFP), regardless of whether or not they have been submitted under the Security Package Review Process.

APPENDIX E-1

SPECIMEN SURETY PREQUALIFICATION LETTER

DATE:

NO.:

TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE in regard to THE PATTULLO BRIDGE REPLACEMENT PROJECT (the "Project")

We _____ (Name of Surety) a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, are the Surety for _____ (name of Proponent Team Members as applicable) (in this letter together referred to as the "Clients"). The Clients have demonstrated to us in the past an ability to complete their projects in accordance with the conditions of their contracts and we have no hesitation in recommending their services to you.

Our Client wishes to be prequalified as a proponent on the captioned Project, which we understand will require a Performance Bond in the amount of _____ Million Dollars (\$) and a Labour and Material Payment Bond in the amount of _____ Million Dollars (\$). Based on the limited information available at this time and subject to our assessment of the PATTULLO BRIDGE REPLACEMENT PROJECT and our Client's work program as at the time of this letter, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our Clients and ourselves.

If we can provide any further assurances or assistance, please don't hesitate to call upon us.

(Name of Surety)

_____ (Seal)

Attorney - In - Fact