



Surrey Langley SkyTrain Project: Guideway Contract

Request for Proposals

Volume 1 – Instructions to Proponents

January 3, 2023

SUMMARY OF KEY INFORMATION

RFP Title	<p>“RFP – Surrey Langley SkyTrain Project: Guideway Contract”</p> <p>Please use this title on all correspondence.</p>
Contact Person	<p>The Contact Person for this RFP may be reached by e-mail at: Contact.SLSGuideway@gov.bc.ca</p>
Recommended timing of Requests for Information (“RFI”)	<p>Proponents are encouraged to submit RFIs at an early date to permit consideration by the Province.</p> <ul style="list-style-type: none"> • For RFIs relating to Acceptable Equivalents: 35 Business Days prior to the Technical Submittal Deadline. • For RFIs of a technical nature (other than Acceptable Equivalents): 10 Business Days prior to the Technical Submittal Deadline. • For RFIs of a financial nature: 5 Business Days prior to the Financial Submittal Deadline.
<p>The following submissions are to be delivered by the deadlines and to the location indicated below:</p>	
Technical Submittal Deadline	11:00 AM local Vancouver time on June 2, 2023
Financial Submittal Deadline	11:00 AM local Vancouver time on August 11, 2023
Submission Location	<p>Surrey Langley SkyTrain Project: Guideway Contract Suite 1100, 401 West Georgia St Vancouver, BC V6B 5A1 Attention: Contact Person</p>
Delivery Hours	<p>Deliveries will be accepted at the Submission Location on weekdays (excluding Statutory Holidays) from 8:30 AM to 4:00 PM local Vancouver time</p>
<p>The following submissions are to be delivered by the deadlines and to the location indicated below:</p>	
Initial Security Package Review Submittal Deadline	11:00 AM local Vancouver time on April 21, 2023
Final Security Package Review Submittal Deadline	11:00 AM local Vancouver time on June 29, 2023



Submission Location for Initial and Final Security Package Review Submittals	By email to the Contact Person: Contact.SLSGuideway@gov.bc.ca
The following submissions are to be delivered by the deadlines and to the location indicated below:	
Interim Financial Review Submittal Deadline	11:00 AM local Vancouver time on March 6, 2023
Submission Location for Interim Financial Review Submittals	By email to the Contact Person: Contact.SLSGuideway@gov.bc.ca
The following submissions are to be delivered by the deadlines and to the location indicated below:	
Initial AIRS Submittal Deadline	11:00 AM local Vancouver time on May 16, 2023
Interim AIRS Submittal Deadline	11:00 AM local Vancouver time on June 16, 2023
Final AIRS Submittal Deadline	11:00 AM local Vancouver time on August 4, 2023
Submission Location for Initial, Interim and Final AIRS Submittals	By email to the Contact Person: Contact.SLSGuideway@gov.bc.ca



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- Appendix A RFP Response Guidelines
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- Appendix C Request for Information Form
- Appendix D Not Used
- Appendix E Interim Financial Review Submittal Capital Cost Summary Table
- Appendix F Rate Setting Process and Advance Interest Rate Submittals
- Appendix G Security Package Review Submittals

Volume 2 Initial Draft Project Agreement

Volume 3 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 Not Used
- Form 6 Letter of Credit
- Form 7 Workshops and Topic Meetings Waiver and Agreement
- Form 8 Release, Waiver and Confirmatory Assignment
- Form 9 Waiver of Moral Rights
- Form 10 Limited Notice to Proceed Agreement
- Form 11 BCIB Labour Forecast



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1 INTRODUCTION

1.1 PROJECT OVERVIEW

The Surrey Langley SkyTrain Project (“SLS Project”) is a 16 km Advanced Light Rapid Transit (“ALRT”) extension to the Existing Expo Line SkyTrain System. The SLS Project spans from the Existing Expo Line existing terminus at King George Station in the City of Surrey, through the Township of Langley, to a new terminus in the City of Langley (collectively, the “Three Municipalities”) at Langley City Centre.

Transportation Investment Corporation (“TI Corp”) will be the delivery agency of the SLS Project which will be procured as a series of three individual contracts. The overall cost of the SLS Project is estimated to be \$4.01 billion. The current anticipated in-service date for Surrey Langley SkyTrain is late 2028.

Figure 1: SLS Project Alignment



SLS Project Procurement Structure

The SLS Project will be procured as three individual contracts:

- Guideway Contract (“the Project”) – including substructures, superstructures, roadworks and utilities, procured as a design-build-finance (“DBF”) model.
- Stations Contract – including 8 passenger stations, 3 transit exchanges, 9 propulsion power substations, and 250m of guideway construction at the terminus station, procured under a design-build (“DB”) model.
- Systems and Trackwork Contract – including trackwork, power rail and linear induction motor (“LIM”) rail system, communications, automated train control, and propulsion power equipment, procured under a Target Price model.

This Request for Proposals (“RFP”) is being issued for the Guideway Contract **only**.

1.2 SHORTLISTED RESPONDENTS

Through a Request for Qualifications (“RFQ”) issued August 2, 2022, the following two Respondents were identified as eligible to receive this RFP and to be invited to participate further in the Competitive Selection Process as Proponents:

- SkyLink Guideway Partners; and
- South Fraser Guideway Connectors

Only these two Proponents, subject to changes in Proponent Team membership as permitted by this RFP, may submit Proposals or otherwise participate in this RFP.

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 for the delivery of the Project.

1.3.1 RFP Structure

This RFP contains the following three volumes:



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- Volume 1 – Instructions to Proponents
- Volume 2 – Initial Draft Project Agreement
- Volume 3 – Forms

2 OVERVIEW OF PROJECT AGREEMENT AND PROJECT WORK

The Project Agreement 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 Project Agreement will be developed through processes, further detailed in this RFP, that include:

- (a) issuance of an Initial Draft Project Agreement as Volume 2 of this RFP;
- (b) consideration of comments, issues and proposed amendments from Proponents on the Initial Draft Project Agreement submitted in writing and as part of Workshops, Topic Meetings and Requests for Information;
- (c) incorporation of amendments by Addenda into the Initial Draft Project Agreement, which amendments may address any such Proponent comments; and
- (d) issuance by Addendum of a Definitive Project Agreement as Volume 2 of this RFP.

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

2.1 PROJECT AGREEMENT PARTIES

The parties to the Project Agreement 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 Project Agreement.



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The Province has completed a Reference Concept Design and undertaken the design of the Alignment for the Project that was the basis for property acquisition and cost estimates. The Reference Concept Design and the Alignment are included in the RFP Data Room.

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 Project Agreement.

Table 1 – Summary of Design and Construction Scope

Summary of Design and Construction Scope
<ul style="list-style-type: none">• Obtain necessary permits, approvals and authorizations, including those required pursuant to applicable federal and provincial regulatory requirements and legislation.• Site preparation including, where applicable, demolition of existing buildings.• Design and construction of elevated guideway along the approximately 16 km long alignment (excluding the last approximate 250 m of the guideway structure at the eastern terminus of the line which will be in the scope of the Stations Contract).• Design and construction of enhanced active transportation elements, including cycling and pedestrian facilities.• Design and construction of associated road and other civil works.• Perform traffic management during construction, including maintenance of all pedestrian and vehicular access along the alignment.• Integrate the Project with the existing SkyTrain guideway.• Interface with the Stations Contract and Systems and Trackwork Contract.• Coordinate with the Province’s contractors carrying out advance works and concurrent works.• Install the BC Hydro duct bank (civil infrastructure) for the propulsion power substations along the alignment.• Protection and relocation of utilities required within the alignment.• Maintenance of designated infrastructure to specified standards during construction (including pavement, structures, drainage, etc.).• Meet quality, health and safety, communications, environmental, and archaeological requirements.

Summary of Design and Construction Scope

- Achieve substantial completion of the Guideway Contract by summer 2027.

The items set out in Table 2 below are not included in the Design and Construction scope.

Table 2 – Summary of Exclusions from Design and Construction Scope

Summary of Exclusions from Design and Construction Scope

- Alignment design
- Advance Work and Concurrent Work.
- Supply, installation, testing and commissioning of Compass Card and Faregate Equipment.
- Supply of Vehicles.
- Scope identified as Stations Contract.
- Scope identified as Systems and Trackwork Contract.

2.2.1 Community Benefits

The Community Benefits Agreement (CBA), entered between BC Infrastructure Benefits Inc. (“BCIB”) and the Allied Infrastructure and Related Construction Council of BC (“AIRCC”), sets the wages and benefits to be paid to BCIB construction employees that will be employed on the SLS Project. The CBA requires BCIB and the AIRCC to meet by on or before July 2024 to begin discussions on changes to the CBA’s monetary terms, with any changes effective July 2025. If BCIB and the AIRCC are not able to reach agreement on these changes, an arbitrator will be appointed to make a binding decision. For the purposes of the Financial Submittal and in accordance with Section 6.2.10 of Package 6 set out in Table A-12 in Appendix A of Volume 1 of this RFP, Proponents should carry the current CBA annual wage and benefit increase assumptions (2% annually) through to project completion. It is currently anticipated that any delta between the assumed increase (2%) and the actual change in the CBA monetary terms effective in 2025 will be paid by the Province.

BCIB will canvass construction sector wages and benefits and consider the various projects being constructed in and around the Lower Mainland. BCIB intends to remain competitive on wages and benefits so that CBA projects, including the SLS Project, can attract and retain construction labour. BCIB regularly reviews construction sector wages and benefits, regardless of formal timelines for negotiations set out in the CBA. Should these reviews show that the CBA’s wages and benefits are not competitive for a specific project, BCIB will take action so that construction employees are attracted to and remain with the project.



Project Co and Applicable Subcontractors will be required to independently enter into agreements with BCIB (the “BCIB-Contractor Agreement” (“BCA”) and the “BCIB-Subcontractor Agreement” (“BSA”), respectively) for supply of relevant labour for the Project.

The CBA is available at: <https://www.bcib.ca/home-2/resources/>. Additional information about BCIB is available at: <https://www.bcib.ca/>.

2.2.2 Indigenous Groups

Project Co will be responsible for providing contract opportunities to Indigenous Groups. It is further anticipated that Project Co will be required to engage with Indigenous Groups directly, and/or assist the Province in engaging with Indigenous Groups regarding project plans, updates, and issues of interest to Indigenous Groups.

It is anticipated that Project Co will be required to meet specified targets for such opportunities, which may include contracting, employment, communications, and networking events in relation to benefit agreements negotiated with Indigenous Groups.

2.2.3 Rail

Due to the proximity of the Project Work to Canadian Pacific Railway Limited (“CP”) lands, Project Co will be responsible for coordinating any applicable Project Work activities with CP. The Province is finalizing agreements with CP and anticipates providing these agreements to Proponents in the RFP Data Room.

2.2.4 Utilities

The Province has identified a list of Utility Suppliers that are within or in the vicinity of the SLS Project alignment and has undertaken a Subsurface Utility Engineering (“SUE”) program which started in summer 2022. The information collected through the SUE program and the data received from the Utility Suppliers is available in the RFP Data Room.

The Province is negotiating Utility Agreements with Metro Vancouver, TELUS, BC Hydro, and CP and has also developed Utility Information Sheets with BC Hydro, TELUS, Shaw, and Fortis BC. The SLS Project has several interfaces with the municipal utilities that are governed by the procedures as outlined in the Municipal Agreements. The Province anticipates providing these agreements to Proponents in the RFP Data Room.

Project Co will be required to undertake any design and construction of the utilities in accordance with the Project Agreement and any applicable Utility Agreements, Utility Information Sheets, and Utility Suppliers’ standards and specifications.



2.2.5 Alignment Design

The Province is responsible for the Alignment design of the Surrey Langley SkyTrain Project and will assume the Engineer-of-Record role and responsibility for the Alignment design. The Alignment design drawings will comprise the plan and profile for both the inbound and outbound tracks of the entire alignment. The drawings will form part of the Project Agreement and will be available in the RFP Data Room.

2.2.6 Integration with Existing Transit Facilities

The Project Work will require Project Co to interface with Existing Transit Facilities and operations, including King George Station. The Project will extend the Existing Expo Line guideway from the existing tail track east of King George Station and may involve some systems modifications in the station facilities. The Province and British Columbia Rapid Transit Company Ltd. (“BCRTC”) are developing a process for design reviews and site access within the existing King George Station for station integration works.

The Project Work shall not cause operational impact on the Existing Expo Line service with the construction works area fenced off from the operating railway. Normal safety protocols will be required for performing construction works adjacent to an active railway.

Project Co will be required to work with TransLink, including its operating subsidiaries (i.e., BCRTC and Coast Mountain Bus Company), in accordance with the Project Agreement. Project Co is to avoid disruptions to operating transportation lines including the Expo Line.

2.2.7 Municipal Infrastructure

Project Co’s obligations with respect to Municipal Infrastructure are set out in the Project Agreement and the Municipal Agreements. Project Co will be required to perform any design, construction, or alteration of the Municipal Infrastructure and Municipal Utilities in accordance with the relevant municipal standards and specifications as outlined in the Municipal Agreements. The Province is finalizing the Municipal Agreements with the City of Surrey, City of Langley, and Township of Langley and anticipates making them available to Proponents in the RFP Data Room.

2.2.8 Traffic Management

Project Co will be required to comply with Traffic Management provisions set out in the Project Agreement. If Project Co causes certain disruptions to traffic which are not permitted under the Project Agreement, Project Co will be required to make payments to the Province in accordance with Schedule

2.2.9 Archaeology

An Archaeological Overview Assessment (“AOA”) was undertaken by the Province and is available in the RFP Data Room. The AOA identified 31 areas of interest. A series of field programs to inform an



Archaeological Impact Assessment (“AIA”) were conducted in areas of archaeological interest on publicly accessible land where Project related ground disturbance may occur, or where the landowner permitted access. Of the areas investigated to date, one identified archaeological site near Green Timbers, which consists of a low-density lithic scatter (stone tool waste flakes), was recorded. The results will be made available to Proponents via the RFP Data Room.

Project Co will be required to develop and implement an Archaeological and Heritage Management Plan, during Construction in order to appropriately manage archaeological resources. Project Co will engage with Indigenous Groups during the development and implementation of the Archaeological and Heritage Management Plan.

2.2.10 Vehicles

TransLink will provide the Vehicles required for the Surrey Langley SkyTrain.

While Project Co will not be responsible for providing Vehicles, it will be responsible for ensuring that all Vehicles (including Mark I Vehicles, Mark II Vehicles, and Mark III Vehicles used on the Existing SkyTrain System and the new Mark V Vehicles) can run seamlessly on the Surrey Langley SkyTrain extension and between the Existing SkyTrain System and the Surrey Langley SkyTrain extension in accordance with the Project Agreement.

2.2.11 Operations and Maintenance

Project Co will not be responsible for the ongoing operations and maintenance of the Surrey Langley SkyTrain following Substantial Completion. TransLink will assume responsibility for the ongoing operations and maintenance of the Surrey Langley SkyTrain, as a fully interoperable extension of the Existing SkyTrain System, following Substantial Completion.

2.2.12 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 its 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”).

Proponents should consider, when contemplating an Acceptable Equivalent proposal, requesting a Topic Meeting with the Province early in the RFP period to discuss the proposal and any potential barriers to its acceptance by the Province before investing significantly in its development. Acceptable Equivalent proposals that have operating period implications, require exceptions to the BC Ministry of Transportation and Infrastructure standards, agreement from third parties, and/or substantive amendments to the Design



and Construction Requirements may require more time to evaluate and have a reduced likelihood of being accepted.

A Proponent may submit a 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. Proponents are encouraged to submit RFIs marked “Commercial in Confidence – Acceptable Equivalent” at an early date to permit consideration by the Province – at least 35 Business Days prior to the Technical Submittal Deadline is recommended.

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 3.3 of Volume 1 of this RFP.

The provisions of Section 3.3 of Volume 1 of this RFP relating to “Commercial in Confidence” RFIs will apply.

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 to Volume 1 of this RFP.

Unless the Province responds to indicate that a proposed equivalent is acceptable, use by a Proponent of a proposed equivalent may not substantially meet the requirements set out in Appendix B to Volume 1 of this RFP in which case the Province may choose, in its discretion, not to invite the Proponent to provide a Financial Submittal.



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 Project Agreement.

Following selection of the Preferred Proponent, the Project Agreement will, in accordance with Section 3.12 of Volume 1 of this RFP, 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 COMMUNICATIONS AND ENGAGEMENT

Project Co's obligations regarding communications and engagement are set out in the Project Agreement. Key responsibilities include but are not limited to:

- (a) notification of construction activities;
- (b) traffic and incident management communications;
- (c) stakeholder engagement;
- (d) enquiry-response management; and
- (e) supporting the Province's consultation and media relations activities.

Project Co will be responsible for developing and implementing communications plans and measures, which, among other things, interfaces with Project Co's traffic plans, and will support the Province in providing the public, interested parties, and traffic media with regular and timely traffic information.

2.4 ENVIRONMENTAL

The Project is not subject to a federal Environmental Assessment ("EA"), as confirmed by the Impact Assessment Agency of Canada in June 2022. With respect to the provincial EA process, administered by the British Columbia Environmental Assessment Office ("BCEAO"), confirmation was received in August 2022 that the Project is not subject to a provincial EA.

The Province initiated an Environmental Screening Review ("ESR") of the Project. The ESR is a clear and transparent process for identifying and protecting environmental values in the Project area and includes opportunities for input from the public, Indigenous Groups, stakeholders, and government agencies.



The ESR process resulted in the ESR report that documents existing environmental values, potential Project-related effects, as well as mitigation measures to avoid or minimize potential effects on environmental values associated with the Project.

Project Co will be required to perform the Project Work in compliance with all applicable environmental obligations, including those described in the Project Agreement.

A framework for the Construction Environmental Management Plan developed by the Province will be available to Project Co. Project Co will be required to complete the Construction Environmental Management Plan to meet the requirements of the Project Agreement.

2.5 LANDS

The Province will, subject to the requirements of this RFP and the Project Agreement, acquire all lands and land interests identified as Project Lands. Project Co will be provided access to the Project Lands (including the Temporary Project Lands) in accordance with the Project Agreement. No ownership or other registrable interest in such lands will be transferred to Project Co.

The Province will provide land identification drawings which identify Project Lands and Temporary Project Lands in the RFP Data Room. Project Co may use Temporary Lands for the purposes of construction staging or other construction management activities in accordance with the Project Agreement. No permanent infrastructure may be constructed on Temporary Project Lands.

2.6 QUALITY MANAGEMENT

Project Co will be required to develop and implement a Quality Management System in accordance with the Project Agreement and the ISO 9001:2015 Standard. Project Co will undertake internal and external quality audits of the Quality Management System throughout the Term as required under the Project Agreement.

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 the Project Agreement.

2.7 COOPERATION WITH THE PROVINCE, STATIONS PROJECT CO, AND SYSTEMS PROJECT CO

The Province anticipates requiring Project Co to enter into an Cooperation Agreement with the Province, the Stations Project Co, and the Systems Project Co. The form of Cooperation Agreement is included in the Project Agreement.



2.8 WORK BY OTHERS

Advance Work and Concurrent Work is being and will be undertaken for the Project to facilitate Project Co's work and to satisfy third party requirements. Project Co will be required to coordinate the Project Work with third parties that are responsible for Advance Work and Concurrent Work. The timing, scope and cost responsibilities associated with Advance Work and Concurrent Work are described in the Project Agreement.

Advance Work

The Province has initiated select advance works including:

- BC Hydro Transmission Lines Crossing Fraser Highway at Quibble Creek and Green Timbers: These lines are raised as advanced works to the Project to accommodate the required clearances for the construction and operations of the Surrey Langley SkyTrain.
- BC Hydro Distribution Lines Crossing Fraser Highway at Quibble Creek, Green Timbers, and 88th Avenue: These assets are underground as part of the advanced works. Construction at Green Timbers and 88th Avenue is completed and construction at Quibble Creek is targeted to be completed in Spring 2023.
- BC Hydro Transmission Lines at the CP Rail Utility Corridor on the west side of Production Way in the City of Langley: The Province has engaged with BC Hydro for the design and construction of the relocation of the transmission assets at the CP corridor. The overhead lines will be relocated to an underground configuration. Targeted completion of this scope is Winter 2024.
- BC Hydro Distribution Overhead Lines and Services: The Province has engaged with BC Hydro to undertake the relocation of the BC Hydro distribution lines which run approximately along the length of the Surrey Langley SkyTrain. Relocation of the BC Hydro lines is anticipated to be completed before major construction on the SLS Project starts.
- City of Surrey Road Widening: The City of Surrey is widening the Fraser Highway from two lanes to four lanes between George Junction and 148 Street. The section of the Fraser Highway widening between George Junction and 96 Avenue has commenced with a target completion of May 2023. The widening of the section of Fraser Highway between 96 Avenue and 148 Street was completed in Summer 2022.
- Relocation of the Advertising Sign at 165 Street: Removal and relocation of a Pattison Digital Ad Sign (near the Surrey Sport & Leisure Complex) is required for construction of the SLS Project. This work is targeted to be completed by the end of Summer 2023.



Concurrent Work

- Operations and Maintenance Centre 5 (OMC5): Design and construction of a new Operations and Maintenance Centre (OMC5) is expected to be carried out concurrent to the Surrey Langley SkyTrain Project. Early site preparation may start as early as 2024. The anticipated completion date for this scope is 2031.

2.9 RESPECT IN THE WORKPLACE

Project Co is responsible for maintaining a construction site that is free of racism and discrimination and is culturally safe and respectful. To support achieving this objective, the Province requires all Proponents to commit to developing and implementing appropriate policies and training. Approval of suitable policies and plans will be a requirement of the Project Agreement and a pre-requisite for construction to commence.

2.10 GENDER-BASED ANALYSIS PLUS

It is anticipated that Gender-Based Analysis Plus (“GBA+”) will inform all aspects of the Project. GBA+ is an analytical tool used to assess how diverse groups of people may experience policies, programs, and initiatives. More information on GBA+ is available at: www.gov.bc.ca/gov/content/gender-equity

2.11 FINANCING

Project Co will be responsible for arranging and delivering financing to fund \$250 million of project costs in accordance with Schedule 10 [Payment] of the Project Agreement. The Province does not anticipate accepting corporate financing (i.e. financing not from an independent third party).

2.12 PAYMENTS AND PERFORMANCE MECHANISM

Project Co will receive an Advance Payment and Progress Payments, and will also be required to comply with a performance mechanism which measures performance of certain of Project Co’s obligations under the Project Agreement.

2.12.1 Payments and Warranties

The Contract Price will be paid by a combination of an Advance Payment and ongoing Progress Payments in respect of certain project costs as they are incurred. The Project Agreement includes a price adjustment mechanism to address market fluctuation in prices of eligible construction inputs. The adjustments will be made monthly and calculated on the basis of an applicable index.

The balance of the Contract Price will be payable by the Province at Substantial Completion.

The Province will retain certain holdbacks from the Substantial Completion Payment, including:



- (a) the Deficiency Holdback;
- (b) the Warranty Holdback; and
- (c) the Builder's Lien Holdback.

These amounts will be paid to Project Co in accordance with the Project Agreement.

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 Latent Project Work Defect Warranty Period.

2.12.2 Key Aspects of the Performance Mechanism

The Project Agreement includes a performance mechanism which may, trigger payment obligations of Project Co to the Province and/or the accumulation of NCE Points and/or Default Points as set out in the Project Agreement.

2.12.3 Liquidated Damages

Project Co will be required to pay Liquidated Damages in accordance with Schedules 9 [Performance Mechanism] and 10 [Payment] to the Project Agreement if Project Co fails to achieve key dates including the following:

- (a) prescribed dates for transferring sections of the Guideway and other parts of the Project Site to the Other SLS Project Cos; and
- (b) Substantial Completion by the Substantial Completion Target Date.



3 OVERVIEW OF RFP PROCESS

The purpose of the RFP phase of the Competitive Selection Process is to invite the Proponents to prepare and 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 Project Agreement for the delivery of the Project.

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

- (a) the Proponent being identified as a shortlisted Respondent pursuant to the RFQ;
- (b) the Proponent and each of the Proponent Team Members executing and delivering:
 - i.) the Proponent Agreement in accordance with the RFQ;
 - ii.) the releases and waivers attached as Form 9 of Volume 3 of this RFP, as and when required in accordance with this RFP;

and thereafter:

- (c) 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;
- (d) the Proponent observing and complying with and ensuring that its Proponent Team Members observe and comply with the terms of the Proponent Agreement; and
- (e) the Proponent submitting a Proposal, with the exception of the Advanced Interest Rate Submittals, 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; and/or
- (b) ineligible to receive any further invitations or information in connection with the Competitive Selection Process.

3.1 AFFORDABILITY

The Province has calculated an Affordability Reference, which is \$1,240 million representing the Province's budgeted cost of the Project Work.



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As part of their Proposals, Proponents are required to calculate a Contract Price Proposal in accordance with Section 3.2 of Volume 1 of this RFP. The Contract Price Proposal may exceed the Affordability Reference, however, if the Preferred Proponent's Contract Price Proposal exceeds the Affordability Reference, the Province anticipates requiring additional approvals prior to executing the Project Agreement. The requirement for additional approvals may delay or otherwise impact the Project. The ranking of Proposals will be in accordance with the evaluation criteria set out in Appendix B of Volume 1 of this RFP.

3.2 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 RFP Data Room and is to be completed using the appropriate outputs from the Proponent's Financial Model. Proponents should incorporate the Affordability Model directly into their Financial Model, with inputs into the Affordability Model linked to live values in the Financial Model. Proponents should not alter the Affordability Model.

3.3 COMMUNICATIONS AND REQUESTS FOR INFORMATION

3.3.1 Communications

Proponents should only communicate with the Contact Person by email. The Province intends to communicate solely with the Proponent Representative or, if confirmed in writing to the Contact Person in advance, a delegate and may disregard communications from other persons on behalf of the Proponent during the Competitive Selection Process.

Although the Province may rely on the Proponent Representative's authority to bind the Proponent, execution of documents by the Proponent Representative is not required. The Province may rely on the authority to bind the Proponent by any person or persons representing the Proponent.

The following provisions will apply to any email communications with the Contact Person, or the delivery of documents to the Contact Person by electronic means where such email communications or electronic deliveries are permitted by the terms of this RFP:

- (a) the Province does not assume any risk, responsibility, or liability whatsoever and makes no guarantee, warranty or representation whatsoever to any Proponent:
 - i.) for ensuring that any electronic email system or computer system is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - ii.) if a permitted email communication or electronic submission is not received or received in less than its entirety, within any time limit specified by this RFP; and



- (b) all permitted email communications with the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, for any purpose.

3.3.2 No Communication with Media or the Public

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.

3.3.3 Requests for Information

All requests for information regarding any aspect of this RFP should be directed to the Contact Person by email using a Request for Information (RFI) Form.

The following applies to any RFI:

- (a) responses to an RFI will be in writing;
- (b) all RFI's, and all responses to RFI's from the Contact Person, will be recorded by the Province;
- (c) the Province is not required to provide a response to any RFI;
- (d) a Proponent may request that a response to an RFI be kept confidential by clearly marking the RFI "Commercial in Confidence" if the Proponent considers that the RFI is commercially confidential to the Proponent;
- (e) if the Province decides that an RFI marked "Commercial in Confidence", or the Province's response to such an RFI, must be distributed to all Proponents and to all proponents for the other SLS Project procurements, then the Province will permit the Proponent to withdraw the RFI rather than receive a response. If the Proponent does not withdraw the RFI, then the Province may provide its response to all Proponents and to all proponents for the other SLS Project procurements;



- (f) notwithstanding Sections 3.3.3 (d) and (e) of Volume 1 of this RFP:
- i.) if one or more other Proponents or proponents for the other SLS Project procurements submits an RFI on the same or similar topic to an RFI previously submitted by a Proponent as “Commercial in Confidence”, the Province may provide a response to such RFI to all Proponents and to all proponents for the other SLS Project procurements; or
 - ii.) if the Province determines there is any matter which should be brought to the attention of all Proponents and all proponents for the other SLS Project procurements, whether or not such matter was the subject of an RFI, including an RFI marked “Commercial in Confidence”, the Province may, in its discretion, distribute the RFI, response or information with respect to such matter to all Proponents and to all proponents for the other SLS Project procurements; and
- (g) unless remaining “Commercial in Confidence” in accordance with the foregoing, the RFI will be made available in the RFP Data Room and available to all Proponents and to all proponents for the other SLS Project procurements.

3.4 INDIGENOUS GROUPS BUSINESS TO BUSINESS NETWORKING EVENT

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

- (a) those businesses which 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 Indigenous Groups and their associated businesses.

3.5 BUSINESS TO BUSINESS NETWORKING EVENT

The Province 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 which 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.



3.6 CONSULTATION PROCESS

The Province will facilitate a consultation process with the Proponents which may 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 Initial Draft Project Agreement. Workshops and Topic Meetings may occur after the Technical Submittal Deadline. It is expected that Workshops and Topic Meetings will be held in person in Vancouver, British Columbia or via videoconference.

3.6.1 Workshops and Topic Meetings

The Province expects the consultation process to include:

- (a) one or more workshops (“Workshops”) to enable communication between the Province and the Proponents with respect to commercial and legal matters, and which will provide a process that helps ensure Proponents have a complete and accurate understanding of the Project, the opportunity to provide the Province with comments and feedback on any material issues or provisions in the Initial Draft Project Agreement, and to discuss any suggestions they may have, all in accordance with and as further detailed in this RFP including in Section 3.6.2 of Volume 1 of this RFP;
- (b) one or more topic meetings (“Topic Meetings”) to facilitate discussion between the Province and the Proponents in respect of specific topics which may be (but are not limited to) technical issues; all in accordance with and as further detailed in this RFP including Section 3.6.2 of Volume 1 of this RFP; and
- (c) any other meetings, consultations, or facilitative or facilitated processes in conjunction with or as part of the Competitive Selection Process.

The Province may in its sole discretion from time to time, by written notice to the Proponent, deliver to the Proponent written policies and procedures clarifying, supplementing, or otherwise modifying the terms of the Workshops and Topic Meetings procedures set out in this RFP, and on issuance of such written policies and procedures, the Workshops and Topic Meetings procedures will be amended, supplemented, or replaced as applicable.

Each Proponent Team Member will:

- (a) ensure that the Proponent participates in all Workshops where required in accordance with Section 3.6.2 (a) of Volume 1 of this RFP;
- (b) observe, abide by, and comply with the terms of this RFP in respect of the Workshops and Topic Meetings;



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- (c) execute and deliver a waiver and agreement in respect of the Workshops and Topic Meetings substantially in the form set out in Form 7 to Volume 3 of this RFP in advance of the first Workshop or Topic Meeting, whichever comes first;
- (d) ensure that each individual in attendance on behalf of such Proponent Team Member at the Workshops or Topic Meetings:
 - i.) observes, abides by, and complies with the terms of this RFP in respect of Workshops and Topic Meetings; and
 - ii.) reviews, executes, and delivers to the Province before attendance of the first Workshop or Topic Meeting, a waiver and agreement substantially in the form set out in Form 7 to Volume 3 of this RFP.

Two Topic Meetings and three Workshops are planned, as indicated below and further referenced in Table 3 in Section 3.14 of Volume 1 of this RFP:

- (a) a Topic Meeting in the form of an all-Proponent information meeting;
- (b) a Topic Meeting in the form of an all-Proponent virtual meeting to provide an overview of SLS Project interface requirements (Guideway Contract, Stations Contract, and Systems and Trackwork Contract); and
- (c) Workshops that are anticipated to include:
 - i.) Workshop 1 – separate meetings between the Province and each Proponent to discuss the Proponent’s comments on the RFP and the Initial Draft Project Agreement;
 - ii.) Workshop 2 – separate meetings between the Province and each Proponent to discuss the Proponent’s comments on the RFP, the revised Initial Draft Project Agreement and the Interim Financial Review Submittal; and
 - iii.) Workshop 3 – separate meetings between the Province and each Proponent to discuss the Proponent’s comments on the RFP and the revised Initial Draft Project Agreement.

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

The Province may, in its discretion, including at the request of any Proponent(s) if the Province considers it desirable or necessary, schedule additional Workshops and Topic Meetings at the dates, times, and locations and for the duration that the Province considers appropriate, and hold such Workshops and Topic Meetings separately with each Proponent or together with all the Proponents.



3.6.2 Procedures for Workshops and Topic Meetings

(a) Workshops

- i.) Unless the Province notifies the Proponents that a Workshop is optional, the Proponent will attend each Workshop and may, subject to any restrictions established by the Province on prior written notice to the Proponent, determine the appropriate representative or representatives, including the number of representatives, who will attend each Workshop on behalf of such Proponent, provided that the Proponent acknowledges and agrees that the presence of the Key Individuals at Workshops is a key component of building the strong partnerships which are important to the success of the Project.
- ii.) Each Proponent will attend all Workshops that are designated by the Province as optional, unless a Proponent provides written notice to the Province at least 5 business days before the scheduled Workshop date that such Proponent has declined the invitation to attend, provided that the Province may proceed with the applicable Workshop with the other or others of the Proponents that have not declined attendance at any such additional optional Workshop.

(b) Workshop Agendas and Summaries

- i.) Prior to each scheduled Workshop and not later than the date specified by the Province in its written notice to the Proponents, each Proponent will deliver to the Contact Person a list of requested agenda items including any issues, comments, and requested amendments to the Initial Draft Project Agreement proposed to be discussed at such Workshop.
- ii.) Any issues, comments, and requested amendments to the Initial Draft Project Agreement should be submitted in table format, identifying the Initial Draft Project 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.

(c) Topic Meetings

- i.) Attendance at Topic Meetings is not mandatory, and the Proponent or any of the other Proponents may decline to take part in any one or more Topic Meetings, provided that the Province may proceed with a Topic Meeting or Topic Meetings with

the other or others of the Proponents that have not declined attendance at any particular Topic Meeting.

- ii.) The Proponent may, subject to any restrictions established by the Province on prior written notice to the Proponent, determine the appropriate representative or representatives, including the number of representatives, who will attend each Topic Meeting on behalf of the Proponent, provided that the Proponent acknowledges and agrees that the presence of the Key Individuals at Topic Meetings is a key component of building the strong partnerships which are important to the success of the Project.

3.6.3 Non-Binding Nature of Topic Meetings and Workshops

No part of the evaluation of the Proponent's Proposal will be based on:

- (a) information obtained or shared;
- (b) the conduct of the Proponent, the Proponent Team Members, other Proponents or their respective Proponent Team Members, the Province, BCTFA, TI Corp, BCIB, Infrastructure BC, or their respective representatives, including officers, directors, employees, consultants, agents, and advisors; or
- (c) discussions that occur;

at or during any Workshop or Topic Meeting.

In any Topic Meeting or Workshop a Proponent may seek information or comments from the Province and the Province in its sole discretion may, but in no event will be obligated to, determine whether to provide, and the timing and method for providing, any such information or comments, or any response at all.

If a Proponent wishes to have any matter confirmed, including any statement made by any of the Releasees at a Workshop or Topic Meeting, the Proponent will submit an RFI describing the matter and requesting that the Province confirm the matter by Response to Proponents and if the matter relates to a clarification or change to a term of this RFP or the Initial Draft Project Agreement, requesting that the Province confirm the matter by Addendum clarifying or amending, as the case may be, the applicable term of this RFP and the Initial Draft Project Agreement.

The Province may also, in consultation with the Fairness Reviewer, determine that it is necessary to identify and share any information discussed in any Topic Meeting or Workshop with participants in the other SLS Project procurements in order to mitigate against any actual or perceived conflict of interest or unfair advantage occurring as a result of any Proponent Team Member which has attended such Topic Meeting or Workshop participating in more than one SLS Project procurement. Proponents are also required to



promptly notify the Province if they have any concerns in this regard arising as a result of any Topic Meeting or Workshop, or at any other time, so that such concerns can be appropriately taken into consideration by the Province.

3.6.4 Finalization of the Project Agreement

The Province will issue the Initial Draft Project Agreement as Volume 2 of this RFP. 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 Initial Draft Project Agreement.

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 will consider comments, issues, and requested amendments to the Initial Draft Project Agreement 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 requests, 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 Initial Draft Project Agreement, including by incorporating any such Proponent requested and any other changes.

The Province will issue the Definitive Project Agreement by Addendum as Volume 2 of this RFP.

3.7 AUTHORIZATIONS, ORDERS, AND APPROVALS

Without limiting any other term of this RFP, the execution of the Project Agreement 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.



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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.

3.8 INTERIM SUBMITTALS

3.8.1 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 regarding:
 - i.) the Proponents' understanding of the Project requirements; and
 - ii.) the Proponents' cost assumptions with respect to the Project requirements;
- (b) prior to the Interim Financial Review Submittal Deadline, each Proponent will submit to the Province an Interim Financial Review Submittal including:
 - i.) a completed capital cost summary table in the form of, and in accordance with the cost items, provided in Appendix E of Volume 1 of this RFP;
 - ii.) an assessment as to whether the Project Schedule and identified milestones as outlined in the Project Agreement can be achieved; and
 - iii.) an assessment as to whether the Designated Project Lands as identified in the Project Agreement are adequate to facilitate the delivery of the Project Work.
- (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 2, 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 Reference; 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.



3.8.2 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 G of Volume 1 of this RFP.

3.9 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.

3.9.1 Technical Submittal

Proponents are to provide a Technical Submittal to the Submission Location before the Technical Submittal Deadline. The Technical Submittal is to include no pricing information.

Subject to the terms of this RFP, the Province may issue an invitation to Proponents to submit a Technical Supplement.

3.9.2 Financial Submittal

If invited to do so pursuant to Section 3.10.5 of Volume 1 of this RFP, Proponents are to provide a Financial Submittal to the Submission Location before the Financial Submittal Deadline. The Financial Submittal is to include pricing information.

3.9.3 Advanced 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 F of Volume 1 of this RFP.

3.9.4 Submittal Deadlines and Submission Location for Proposals

The Technical Submittal and the Financial Submittal are to be received at the Submission Location, and should be addressed to the Contact Person. Technical Submittals and Financial Submittals submitted by facsimile, telephone or other electronic means will not be accepted.

Each AIRS Submittal is to be received at the Submission Location for Initial, Interim and Final AIRS Submittals, and should be emailed and addressed to the Contact Person.

Each Security Package Review Submittal is to be received at the Submission Location for Initial and Final Security Package Review Submittals, and should be emailed and addressed to the Contact Person.



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The Interim Financial Review Submittal is to be received at the Submission Location for Interim Financial Review Submittals, and should be emailed and addressed 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 and 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.

3.9.5 Intellectual Property Rights

- (a) At the time each Proponent submits its Proposal, and at any other time reasonably requested by the Province, such Proponent will deliver to the Contact Person:
- i.) the Work Product; and
 - ii.) a List of Non-Work Product IP specifically identifying, describing and indicating the owner or owners of all Background IP and Third Party IP, categorized as such, provided that, if such specific identification and description of any Third Party IP would cause any of such Proponent's Proponent Team Member to violate any confidentiality obligations, such Proponent will disclose only:
 - A. a general identification and description of such Third Party IP;
 - B. the identity of the owner or owners of such Third Party IP and the Proponent Team Member's relationship to such owner or owners; and
 - C. the reason that the Third Party IP is not fully disclosed.
- (b) Except as otherwise agreed in writing with the Province, by being included as a Proponent Team Member of a Proponent submitting a Proposal, each Proponent Team Member hereby represents, warrants and agrees that it owns or has the rights to the Intellectual Property Rights associated with the Work Product, the Background IP and the Third Party IP provided by or on behalf of such Proponent Team Member as necessary to make the assignments and grant the licenses to the Province as set out in this RFP and has obtained waivers of moral rights from all persons as necessary to provide the waivers in favour of the Province as set out in this RFP. Subject to the Proponent Team Members' limited right to grant a license in lieu of an assignment with respect to Work Product as set out in Section 3.9.5 (f) of Volume 1 of this RFP, if for any reason any such Proponent Team Member is unable to provide any assignments, licenses or waivers as required to be provided under this RFP, such Proponent Team Member will replace

the portion of the Work Product, Background IP or Third Party IP for which the assignment, license or waiver, as the case may be, cannot be provided, with an alternative product or technology that meets the Province's requirements at no additional cost to the Province.

- (c) By being included as a Proponent Team Member of a Proponent submitting a Proposal, each Proponent Team Member of such Proponent acknowledges and confirms that, at no cost to the Province:
- i.) it does irrevocably and unconditionally convey, sell, transfer and assign, to the Province, in respect of the Work Product provided by or on behalf of such Proponent Team Member, including all Intellectual Property Rights in, including the copyright works forming a part of, such Work Product:
 - A. the entire right, title and interest in and to all Intellectual Property and Intellectual Property Rights in such Work Product and all other rights and interests of a proprietary nature, whether registered or unregistered, in and associated with such Work Product throughout the world, including, without limitation, all copyright and patent rights therein;
 - B. the entire right, title and interest throughout the world in and to the embodiments of all Intellectual Property and Intellectual Property Rights forming any part of such Work Product; and
 - C. the right to bring actions and other proceedings against third parties for the past, present or future infringement or misuse of the Intellectual Property and Intellectual Property Rights in such Work Product, in each case free and clear of all liens and encumbrances; and
 - ii.) it does or will provide to the Province, from all persons who generated the Work Product provided by or on behalf of such Proponent Team Member, waivers in favour of the Province of all moral rights that such persons may have in such Work Product.
- (d) The Province acknowledges that, except as otherwise provided in this RFP, any use of the Work Product by or on behalf of the Province will be at the risk of the Province and not the Proponents or their Proponent Team Members, provided that if a Proponent is selected as the Preferred Proponent, the foregoing limitation does not extend to any Claims arising after the execution and delivery of the Project Agreement by such Proponent.
- (e) Effective upon the date of execution of the Project Agreement by Project Co on behalf of the Proponent selected as the Preferred Proponent, the Province shall grant automatically, without the requirement for further documentation, to each Proponent Team Member of each Proponent other than the Preferred Proponent a non-exclusive, perpetual, irrevocable, worldwide, royalty-

free, fully-paid, sub-licensable, transferable and assignable license to use and disclose the Work Product provided by or on behalf of such Proponent Team Member for any purpose whatsoever, and all such Proponent Team Members acknowledge that:

- i.) such Work Product is provided “as is” without warranty of any kind whether express or implied including, without limitation, implied warranties of accuracy, completeness, merchantability, or fitness for a particular purpose;
- ii.) neither the Province nor any other of the Releasees has or will accept any liability whatsoever for any Claims in respect of such Work Product;
- iii.) any use or disclosure of such Work Product will be at the risk of the Proponent Team Member and not the Province; and
- iv.) nothing in this license will relieve such Proponent Team Member from any obligation of confidentiality or non-use, however arising, in any way relating to such Work Product;

provided that any license that may be granted to the Proponent Team Members of the Proponent selected as the Preferred Proponent with respect to the Work Product will be only as set out in the Project Agreement entered into by Project Co on behalf of such Proponent.

- (f) If any assignment of Intellectual Property Rights in any of the Work Product cannot, as a matter of law, be granted by the applicable Proponent Team Member to or in favour of the Province as provided in Section 3.9.5 (e) of Volume 1 of this RFP, by being included as a Proponent Team Member of a Proponent submitting a Proposal, such Proponent Team Member unconditionally grants to the Province, at no cost to the Province and effective upon delivery of the Proposal, a Complete License to any such Work Product, which license may at any time be rejected in whole or in part by the Province and, in which case, the provisions of this Section 3.9.5 with respect to the Proponent Team Member’s replacement of such Work Product shall apply.
- (g) Effective as of the date that each Proponent submits a Proposal, each Proponent Team Member of such Proponent, at no cost to the Province, unconditionally grants to the Province a Complete License to the Background IP provided by or on behalf of such Proponent Team Member for the Permitted Use.
- (h) Despite the foregoing, the Province will have no right to reverse engineer, decompile or otherwise arrive at the source code of any software included in the applicable Background IP, nor will it have the right to extract and sell, lease, license, sub-license or otherwise transfer, convey or alienate any software included in the Background IP (whether for commercial consideration or not) to any person as a stand-alone product, except as may be necessary or desirable to exploit the Work Product or otherwise in connection with the Permitted Use.

- (i) Unless the Province and the applicable Proponent Team Member expressly agree otherwise in writing, the following applies in respect of any Third Party IP:
- i.) effective as of the date that each Proponent submits a Proposal, each of the Proponent Team Members of such Proponent, at no cost to the Province, unconditionally grants to the Province, paragraphs ii.) and iii.) of this Section 3.9.5 (i), a Complete License to the Third Party IP provided by or on behalf of such Proponent Team Member for the Permitted Use;
 - ii.) the Complete License described in subsection paragraph i.) of this Section 3.9.5 (i) does not extend to include:
 - A. any Third Party IP which consists of non-specialized, commercial off-the-shelf software programs that the Province, in its sole discretion and based on its review of the List of Non-Work Product IP, has determined that it does not require a sub-license to be provided by the applicable Proponent Team Member in order to operate, exploit or make use of the Work Product; and
 - B. any Third Party IP which the Province has been informed of and has agreed in advance in writing is, due to its specialized and proprietary nature, the proper subject matter of a Limited License;
 - iii.) regarding the Complete License described in paragraph i.) of this Section 3.9.5 (i) and any Limited License described in paragraph ii.) of this Section 3.9.5 (i), the Province will have the option from and after the selection of the Preferred Proponent, in respect of each Proponent Team Member of each Proponent not selected as the Preferred Proponent:
 - A. to terminate the Complete License or the Limited License, as the case may be, with no liability to the Province, such Proponent Team Members, the owner of the Third Party IP or any other person; or
 - B. to continue the Complete License or the Limited License, as the case may be, provided that the Province will be obligated to pay all license fees associated with the use of the applicable Third Party IP from the date of the notification by the Province to the applicable Proponent that it has not been selected as the Preferred Proponent; and
 - iv.) if the Complete License described in paragraph i.) of this Section 3.9.5 (i) or any Limited License described in paragraph ii.) of this Section 3.9.5 (i), as the case may be, cannot be validly granted without the consent of a Third Party, the applicable Proponent Team Member, at the Proponent Team Member's expense, will use its

best efforts to obtain such consent and, without limiting any of its other obligations, will indemnify and hold harmless the Province and each of the other Releasees from and against any and all Claims in any way and at any time arising from such Proponent Team Member's failure to obtain such consent.

- (j) Without limiting Section 3.18 of Volume 1 of this RFP, each Proponent Team Member of each Proponent will indemnify and hold harmless the Province and each of the other Releasees from and against any and all Claims in any way and at any time arising out of or in connection with:
- i.) the use, disclosure or provision to the Province of the Work Product, the Background IP and the Third Party IP or any of them by or on behalf of such Proponent Team Member; and
 - ii.) allegations or findings of infringement of Intellectual Property Rights, breach of confidence or unauthorized use by any of the Releasees of confidential information or Intellectual Property of other persons, or failure to obtain copyright assignments or licenses or waivers of moral rights;

in respect of the Work Product, the Background IP and the Third Party IP or any of them provided by or on behalf of such Proponent Team Member.

- (k) By being included as a Proponent Team Member of a Proponent submitting a Proposal, each Proponent Team Member of such Proponent irrevocably designates and appoints the Province and its duly authorized officers and agents as such Proponent Team Member's agent and attorney-in-fact to act for and on behalf of such Proponent Team Member to execute, deliver and file any and all documents with the same legal force and effect as if executed by such Proponent Team Member, if the Province is unable for any reason to secure the execution by such Proponent Team Member of any document reasonably required to assign, transfer, license, waive or register any Intellectual Property Rights contemplated under this Section 3.9.5.

3.10 EVALUATION PROCESS

3.10.1 Technical Submittal Package Review

The Province will review the Technical Submittal for substantial completeness in accordance with this RFP.

3.10.2 Technical Submittal Evaluation

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



3.10.3 Invitation 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 the Definitive Project Agreement 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; and
- (b) any document is posted to the RFP 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 3.3 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.

3.10.4 Technical Supplement Review and Evaluation

If a Technical Supplement is invited, the Province will review the Technical Supplement for substantial completeness and evaluate the Technical Supplement in accordance with this RFP.



3.10.5 Invitations to Submit Financial Submittal

The Province will, subject to the terms of this RFP, invite each Proponent that has delivered a Technical Submittal that substantially satisfies the requirements of this RFP and that otherwise is considered, in accordance with this RFP, to be eligible to receive such an invitation, to submit a Financial Submittal.

Proponents are to prepare their Financial Submittal on the basis of the Definitive Project Agreement, without amendment, and including any further information and documentation provided by the Province in accordance with this RFP.

3.10.6 Financial Submittal Package Review

The Province will review the Financial Submittal for substantial completeness in accordance with this RFP.

3.10.7 Validity of Proposals

By submitting a Proposal, each Proponent agrees that:

- (a) its Proposal, including all prices and input costs, will remain fixed and irrevocable from the Financial Submittal Deadline until midnight at the end of the 120th day following the Financial Submittal Deadline (the “Proposal Validity Period”); and
- (b) after the expiry of the Proposal Validity Period, all prices and input costs in its Proposal may not be adjusted unless the Proponent provides notice to the Province of any proposed adjustment and demonstrates to the satisfaction of the Province that the Proponent has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices and input costs are required solely as a direct result of one or more events that:
 - i.) are external to the Proponent and the Proponent Team Members;
 - ii.) could not have been prevented by, and are beyond the control of, the Proponent and any of its Proponent Team Members; and
 - iii.) constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment, provided that on receipt of the Proponent’s written notice as referenced above, the Province may in its discretion discontinue the process with the Proponent as the Preferred Proponent, if such Proponent has been so selected.

A Proponent may indicate in its Proposal a Proposal Validity Period that exceeds 120 days, which shall be the Proposal Validity Period for such Proponent in accordance with this RFP.



3.10.8 Financial Submittal Evaluation

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

3.10.9 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 Project Agreement;
- (b) receives the highest ranking in accordance with the evaluation criteria set out in Appendix B to 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 on or before the date and time specified by the Province.

By being included as a Proponent Team Member of a Proponent submitting a Proposal, each of the Proponent Team Members of such Proponent agree that:

- (a) such Proponent's eligibility to be considered for selection as the Preferred Proponent is conditional upon such Proponent delivering, in response to an unrevoked invitation from the Province, the Preferred Proponent Security Deposit in the amount of \$20,000,000 in accordance with this RFP; and
- (b) if such Proponent does not deliver the Preferred Proponent Security Deposit to the Province in accordance with this RFP:
 - i.) such Proponent will neither be eligible to be selected as the Preferred Proponent nor be eligible to receive the Stipend or the Termination Fee; and
 - ii.) the Province may, in its sole discretion, do any one or more of the following:
 - A. by written notice to such Proponent, cease all negotiations with such Proponent and refrain from designating such Proponent as Preferred Proponent for all purposes in connection with the Competitive Selection Process, including this RFP;
 - B. select any other of the Proponents as the Preferred Proponent and continue with the Competitive Selection Process;
 - C. commence negotiations with any other Proponent or any other person;



- iii.) pursue any of the Derivative Activities, including any of the options available to the Province under this RFP.

3.10.10 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 3.10.9 of Volume 1 of this RFP.

The Province may, in its discretion, invite the Preferred Proponent to commence certain works, including certain design works, on substantially the terms set out in Form 10 of Volume 3 of this RFP.

3.10.11 Return of Preferred Proponent Security Deposit

The Province will, subject to the terms of this RFP, return the Preferred Proponent Security Deposit to the Proponent selected as the Preferred Proponent that has delivered such Preferred Proponent Security Deposit in accordance with this RFP:

- (a) within 10 days after receipt by the Province of a written demand from such Proponent, if:
 - i.) the Province issues a Termination Notice terminating the Competitive Selection Process for reasons unrelated to such Proponent and the Proponent Team Members of such Proponent; or
 - ii.) the Province fails to execute and deliver an agreement substantially in the form of the Project Agreement contemplated to be finalized and settled in accordance with the process described in this RFP on or before the Proposal Validity Period for such Proponent after receipt by such Proponent of notification of its selection as Preferred Proponent, provided that such failure is not a result of a failure by such Proponent to satisfy any conditions precedent set out in the Project Agreement or a result of the Province and such Proponent having been negotiating a Project Agreement as contemplated in this RFP; or
- (b) within 10 days following the later of the execution and delivery of the Project Agreement by such Proponent and all other parties thereto.

3.10.12 Retention of Preferred Proponent Security Deposit

- (a) Despite any other term of this RFP, the Province may in its sole discretion and without notice draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit to its own or other use in its sole discretion, despite delivery by the Proponent selected as the Preferred



Proponent that has delivered such Preferred Proponent Security Deposit in accordance with this RFP of a notice under Section 3.10.11 (a) of Volume 1 of this RFP, if

- i.) there is a material breach of this RFP or the Proponent Agreement by any of the Proponent Team Members of such Proponent; or
- ii.) after receipt of written notice from the Province the Proponent fails to cause Project Co to execute and deliver an agreement substantially in the form of the Project Agreement contemplated to be finalized and settled in accordance with the process for settling the Project Agreement described in this RFP,

within 30 days (or such longer period as the parties may agree in writing) of receipt of such written notice, unless such failure on the part of such Proponent to cause to be executed and delivered an agreement substantially in the form of the Project Agreement contemplated to be finalized and settled in accordance with the process for settling the Project Agreement described in this RFP, is not solely as a result of a major disabling event (other than a disruption of financial markets) which could not have been reasonably prevented by and is beyond the reasonable control of the Proponent Team Members of such Proponent and which such Proponent can demonstrate to the satisfaction of the Province, acting reasonably, would substantially frustrate or render it impossible for Project Co to perform the obligations of Project Co under the Project Agreement for a continuous period of 180 days.

- (b) If the Proponent selected as the Preferred Proponent that has delivered such Preferred Proponent Security Deposit in accordance with this RFP notifies the Province in writing in accordance with this RFP that such Proponent disputes the Province's right to call on and retain the Preferred Proponent Security Deposit, then:
- i.) the Province may, in its sole discretion, nonetheless call on the Preferred Proponent Security Deposit and retain and apply the proceeds of the Preferred Proponent Security Deposit in accordance with this Section 3.10.12;
 - ii.) the retention and application of the proceeds of the Preferred Proponent Security Deposit will be without prejudice to the right of such Proponent to dispute the Province's right to call on and retain the Preferred Proponent Security Deposit; and
 - iii.) if the dispute is resolved fully and finally in favour of such Proponent, then the Province's liability will be limited to repayment of all or the portion of the amount of the Preferred Proponent Security Deposit called on and retained by the Province, together with interest charges at the rate prescribed under the *Financial Administration Act* (British Columbia) and the Interest on Overdue Accounts Payable Regulation (B.C. Reg 215/83) on that amount.

- (c) If the Proponent selected as the Preferred Proponent that has delivered such Preferred Proponent Security Deposit in accordance with this RFP fails to provide written notice to the Province of the renewal or extension of the Preferred Proponent Security Deposit at least 30 days prior to the expiry date of the Preferred Proponent Security Deposit, or if such Proponent fails to renew or extend the Preferred Proponent Security Deposit, the Province may, in its sole discretion and at any time without notice to such Proponent, call on the Preferred Proponent Security Deposit and hold the proceeds as the Preferred Proponent Security Deposit in the same manner and for the same purposes as the letter of credit and the terms of Sections 3.10.12 (b)(i) through (iii) of Volume 1 of this RFP do not apply to the Province's call and retention of the proceeds under this Section 3.10.12 (c).

3.11 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.

3.12 CLOSE PROCESS

3.12.1 Project Agreement – Finalize Terms and Close

It is the intention of the Province that, subject to Section 3.12.2 of Volume 1 of this RFP, any issues with respect to the Initial Draft Project Agreement must be finalized prior to the Financial Submittal Deadline so that the Definitive Project Agreement, once issued, will not be further modified and is 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 Project Agreement or otherwise pursuant to express provisions of the Definitive Project Agreement, and changes and additions as a consequence of or in connection with such incorporations;
- (b) to those provisions or parts of the Definitive Project Agreement 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
 - ii.) the modification or the insertion or addition of information in order to reflect accurately the nature of the Proponent's relationships with its Subcontractors;



- (c) changes and modifications required by the Province in its discretion relating to the interfaces with Other SLS Project Co's arising during the concurrent procurement of the Other SLS Projects.
- (d) required by the Province in its discretion to complete, based on the Proposal, any provision of the Definitive Project Agreement, including changes, modifications and additions contemplated in or required under the terms of the Definitive Project Agreement;
- (e) that the Province, in its discretion, considers are necessary to create or provide for a duly authorized and legally complete, enforceable, and binding agreement;
- (f) that the Province, in its discretion, considers are necessary solely to enhance clarity in legal drafting; and
- (g) that reflect Acceptable Equivalents in accordance with Section 2.2.12 of Volume 1 of this RFP.

3.12.2 Negotiations

If the Preferred Proponent submitted a Proposal that exceeds the Affordability Reference, the Province may, in its discretion, and without limiting any other term of this RFP, including Section 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 Project Agreement 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, pricing aspects or parts, of the Project, the Definitive Project Agreement, 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 Project Agreement through this process.

The Province may also take any such steps as it determines, in its discretion, are required to mitigate against any actual or perceived conflict of interest or unfair advantage occurring as a result of any negotiations carried out with the Preferred Proponent in accordance with this Section 3.12 in the event that any Proponent Team Member of the Preferred Proponent is participating in any other SLS Project procurement, including the imposition of a requirement for the Preferred Proponent to establish ethical barriers in respect of such Proponent Team Member.

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



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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 Project Agreement as contemplated in Section 3.12.1 of Volume 1 of this RFP in which case the terms of Section 3.12.1 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 3.12.2;
- (c) discontinue the process with the Proponent and select another Proponent as Preferred Proponent to finalize and settle the Definitive Project Agreement as contemplated in Section 3.12.1 of Volume 1 of this RFP in which case the terms of Section 3.12.1 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.

3.13 FAIRNESS REVIEWER

Jane Shackell, KC, has been appointed as the Fairness Reviewer by the Province with responsibility, as an independent observer, to review the development and implementation of the Competitive Selection Process up to the selection of a Preferred Proponent from a fairness perspective. The Fairness Reviewer will provide a written report in respect of the Proposal evaluation process which will be made public by the Province.

The Fairness Reviewer will be:

- (a) provided with full access to all documents, meetings and information related to the evaluation processed under the RFP that the Fairness Reviewer, in its discretion, decides is required;
- (b) kept fully informed by the Province of all documents and activities associated with this RFP; and
- (c) advised of the participation of any Proponent Team Member in any other SLS Project procurement.

Proponents may contact the Fairness Reviewer directly with regards to questions about the fairness of the Competitive Selection Process. The reports, commentary, and opinions of the Fairness Reviewer on any issue of fairness with respect to the Competitive Selection Process, are final determinations of any issues of fairness with respect to the Competitive Selection Process.



3.14 TIMETABLE

The anticipated timetable for the Competitive Selection Process is set out in Table 3.

Table 3 - Anticipated Timetable for the Competitive Selection Process

Activity	Date
RFP Issued	January 3, 2023
Topic Meeting – All-Proponents Information Meeting	January 10, 2023
Topic Meeting – All-Proponents Overview of SLS Project Interface Requirements (Guideway Contract, Stations Contract and Systems and Trackwork Contract)	<i>To be determined</i>
Proponents submit agendas for Workshop 1	1 week before Workshop 1
Workshop 1	Week of January 30, 2023 – <i>to be confirmed</i>
Indigenous Business-to-Business Networking Event	<i>To be determined</i>
Business-to-Business Networking Event	<i>To be determined</i>
Interim Financial Review Submittal Deadline	11:00 AM local Vancouver time on March 6, 2023
Proponents submit agendas for Workshop 2	1 week before Workshop 2
Workshop 2 including Interim Financial Review Submittal review	Week of March 13, 2023
Proponents submit agendas for Workshop 3	1 week before Workshop 3
Workshop 3	Week of April 10, 2023
Initial Security Package Review Submittal Deadline	11:00 AM local Vancouver time on April 21, 2023
Definitive Project Agreement issued	Week of May 1, 2023
Initial AIRS Submittal Deadline	11:00 AM local Vancouver time on May 16, 2023
Technical Submittal Deadline	11:00 AM local Vancouver time on June 2, 2023
Interim AIRS Submittal Deadline	11:00 AM local Vancouver time on June 16, 2023
Final Security Package Review Submittal Deadline	11:00 AM local Vancouver time on June 29, 2023
Invitation to Submit a Financial Submittal	11:00 AM local Vancouver time on July 27, 2023
Final AIRS Submittal Deadline	11:00 AM local Vancouver time on August 4, 2023
Financial Submittal Deadline	11:00 AM local Vancouver time on August 11, 2023
Announcement of Preferred Proponent	September 1, 2023

This estimated timeline is subject to change at the discretion of the Province.



3.15 STIPEND

Each Proponent will, subject to the terms of this RFP and subject to the following conditions having been satisfied, be eligible to receive the Stipend in the manner set out in this RFP:

- (a) such Proponent has submitted a Conforming Proposal and has not withdrawn from the Competitive Selection Process;
- (b) subject to subsection 3.15 (c), the Province has not selected such Proponent as the Preferred Proponent;
- (c) if such Proponent was selected as Preferred Proponent, the Province has revoked its invitation and terminated negotiations with such Proponent as contemplated in this RFP and not proceeded with such Proponent to finalize and settle the Project Agreement;
- (d) the Province has not delivered notice of ineligibility to such Proponent in respect of the Competitive Selection Process in accordance with Section 3.18 of Volume 1 of this RFP;
- (e) all Proponent Team Members of such Proponent have executed and delivered, and caused to be executed and delivered, as the case may be to the Province, a Release, Waiver and Confirmatory Assignment in the form attached as Form 8 of Volume 3 to this RFP;
- (f) Waivers of Moral Rights in favour of the Province in the form attached as Form 9 of Volume 3 to this RFP have been executed and delivered to the Province by all persons who generated such Proponent's Work Product;
- (g) such Proponent has attended and participated in the Workshops in accordance with the terms of this RFP;
- (h) each of the Proponent Team Members of such Proponent has observed and satisfied and continues to observe and satisfy all of the terms of the Competitive Selection Process, including this RFP;
- (i) the Province has not delivered a Termination Notice; and
- (j) such Proponent has delivered the Stipend Invoice in accordance with the requirements set out below.

Each applicable Proponent will, subject to each of the conditions listed in subsections 3.15 (a) to (i) having been satisfied, deliver an invoice (the "Stipend Invoice") to the Province confirming satisfaction of each of such conditions and requesting payment of the Stipend, by not later than 90 days after the earliest to occur of the following event and date:



- (a) delivery of written notice from the Province to such Proponent of execution and delivery of the Project Agreement by all parties; and
- (b) the date that is 180 days after the Financial Submittal Deadline if the Province has not announced a Preferred Proponent.

The Province will, subject to the terms of this RFP and provided that each of the conditions listed in this Section 3.15 has been satisfied by such Proponent, pay the Stipend to each applicable Proponent not later than 30 days after receipt of the Stipend Invoice.

3.16 TERMINATION FEE

If the Province delivers a Termination Notice terminating the Competitive Selection Process for reasons unrelated to the integrity of the Competitive Selection Process, each Proponent will, subject to the terms of this RFP and subject to the following conditions having been satisfied, be eligible to receive the Termination Fee in the manner set out in this RFP:

- (a) such Proponent has delivered a Conforming Proposal if the Termination Notice is issued after the Financial Submittal Deadline;
- (b) such Proponent has not withdrawn from the Competitive Selection Process;
- (c) the Province has not delivered notice of ineligibility to such Proponent in respect of the Competitive Selection Process in accordance with Section 3.18 of Volume 1 of this RFP;
- (d) all Proponent Team Members of such Proponent have executed and delivered and caused to be executed and delivered, as the case may be to the Province a Release, Waiver and Confirmatory Assignment in the form attached as Form 8 of Volume 3 to this RFP;
- (e) Waivers of Moral Rights in favor of the Province in the form attached as Form 9 of Volume 3 to this RFP have been executed and delivered to the Province by all persons who generated such Proponent's Work Product;
- (f) such Proponent has attended and participated in the Workshops if held before issuance of the Termination Notice, in accordance with the terms of this RFP;
- (g) such Proponent has delivered to the Province a full accounting with accompanying supporting documentation in sufficient detail to demonstrate to the satisfaction of the Province the actual and reasonable expenditures incurred by the Proponent to prepare the Conforming Proposal or, in the case of a Termination Notice being issued before the Financial Submittal Deadline, the Proposal up to the date of the Termination Notice;



- (h) each of the Proponent Team Members of such Proponent has observed and satisfied and continues to observe and satisfy all of the terms of the Competitive Selection Process, including the RFQ and this RFP; and
- (i) such Proponent has delivered the Termination Fee Invoice in accordance with the requirements set out below.

Each Proponent will, subject to each of the conditions listed in subsections 3.16 (a) to (h) having been satisfied, deliver an invoice (the “Termination Fee Invoice”) to the Province setting out in reasonable detail the expenditures referenced in subsection 3.16 (g), by not later than 90 days after delivery by the Province to such Proponent of the Termination Notice.

The Province will, subject to the terms of this RFP and provided that each of the conditions listed in this Section 3.16 has been satisfied, by such Proponent, pay the Termination Fee to each Proponent not later than 30 days after receipt of the Termination Fee Invoice.

3.17 RELEASES AND WAIVERS

- (a) Each Proponent and each of its respective Proponent Team Members:
 - i.) agrees that the Releasees and each of them will not under any circumstances be responsible or liable for or in respect of any Claims by any person (including such Proponent or any of its Proponent Team Members, including any person claiming through any of them, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors or agents);
 - ii.) releases, acquits and forever discharges the Releasees and each of them from any and all Claims; and
 - iii.) agrees that it will not bring and by participating in the Competitive Selection Process, waives any Claims against the Releasees and each of them in excess of an amount equivalent to the actual and reasonable out of pocket costs directly incurred and paid by such Proponent in preparing the Proposal to a maximum of:
 - A. the amount of the Stipend, if the Competitive Selection Process has not been terminated by delivery of a Termination Notice; or
 - B. the applicable amount set out as the Termination Fee that corresponds to such Termination Notice, if a Termination Notice is delivered by the Province;
- for any matter whatsoever arising out of, in connection with or relating in any way to the Competitive Selection Process or any one or more parts of the Competitive Selection Process, including matters or issues contemplated or considered in the reports, opinions or commentary

of the Fairness Reviewer, the decisions and rulings of the COI Adjudicator and the Derivative Activities, or any of them.

(b) Each Proponent and each of its respective Proponent Team Members agree that:

- i.) in no event will such Proponent be eligible to receive, or the Province be obligated to pay both the Stipend and the Termination Fee, and that the payment of the Stipend or the applicable Termination Fee, as the case may be, operates to render the obligations of the Province under Section 3.15 and Section 3.16 of Volume 1 of this RFP exhausted, spent and extinguished; and;
- ii.) if such Proponent is eligible in accordance with the terms of this RFP to receive either the Stipend or the Termination Fee, as the case may be, then payment by the Province to such Proponent of the Stipend or the applicable Termination Fee, as the case may be, will not be cumulative and in addition to, but will be deemed to be in substitution for and as full and final settlement of any Claim of such Proponent or any of its Proponent Team Members, including any Claim referenced in Section 3.17 (a) of Volume 1 of this RFP.

(c) Each Proponent will indemnify, and where a Proponent is a partnership (general or limited), a consortium or joint venture, each partner in the partnership and each of the entities comprising the consortium or joint venture will jointly and severally indemnify and hold harmless the Province and each of the other Releasees from and against any and all Claims brought by or on behalf of:

- i.) any of its present, former or prospective Proponent Team Members against the Province or any other Releasee or Releasees, or;
- ii.) any person as a result of any act or omission of such Proponent or any of its Proponent Team Members;

arising out of, in connection with or relating in any way to the Competitive Selection Process or any one or more parts of the Competitive Selection Process, including matters or issues contemplated or considered in the reports, opinions or commentary of the Fairness Reviewer, the decisions and rulings of the COI Adjudicator and the Derivative Activities, or any of them, including in connection with the performance of the obligations of each of the Proponent Team Members of such Proponent under this RFP.

(d) Each of the Proponent Team Members of each Proponent accepts and agrees to be bound by the waivers, disclaimers, limitations of liability and indemnities delivered, or which will be delivered, by each of the Proponent Team Members of such Proponent, as the case may be, in connection with the Competitive Selection Process or any one or more parts of the Competitive



Selection Process, including the Workshops and Topic Meetings and other consultative or facilitative or facilitated processes in the Competitive Selection Process.

3.18 NOTICE OF INELIGIBILITY

Without limiting any other rights, powers and remedies of the Province, the Province may in its sole discretion on the happening of any one or more of the following events or at any time thereafter give written notice of such event or events to the applicable Proponent and such notice will constitute a notice of ineligibility for purposes of Section 3.15 and Section 3.16 of Volume 1 of this RFP:

- (a) an order is made, a resolution is passed, or a petition is filed for the liquidation or winding up of any Proponent Team Member of such Proponent;
- (b) any Proponent Team Member of such Proponent becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (c) a bankruptcy petition is filed or presented against, or a proposal under the Bankruptcy and Insolvency Act (Canada) or any similar law of any other jurisdiction is made by any Proponent Team Member of such Proponent;
- (d) a compromise or arrangement is proposed under the Companies' Creditors Arrangement Act (Canada) or any similar law of any other jurisdiction in respect of any Proponent Team Member of such Proponent;
- (e) a receiver or receiver manager or other person with similar powers is appointed of any property of any Proponent Team Member of such Proponent; or
- (f) any Proponent Team Member of such Proponent becomes a Restricted Person.



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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 RFP 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 CP, through the Province by submission of a request to the Contact Person, to ensure that inconvenience to landowners, 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 CP may be conditional on satisfaction of any additional requirements of CP, as the case may be.



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Proponents are responsible for obtaining and holding any and all rights, permits, licenses, 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 an RFP 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 RFP Data Room, including by adding, supplementing, replacing, or modifying information. Proponents are solely responsible for checking the RFP 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 RFP Data Room.

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

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

As set out in Section 5.12.2 of this RFP, the RFP Data Room will be a common data room of all of the SLS Project procurements.



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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 Initial Draft Project Agreement and the Definitive Project Agreement 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

Other than to the extent provided for in the Proponent Agreement, this RFP is not a contract between the Province and any Proponent, nor is this RFP an offer or an agreement to purchase work, goods or services. No contract of any kind for work goods or services whatsoever is formed under, or arises from this RFP, or as a result of, or in connection with, the submission of a Proposal, unless the Province and the Preferred Proponent execute and deliver the Project Agreement, and then only to the extent expressly set out in the Project Agreement.

5.3 NO OBLIGATION TO PROCEED OR MAKE ANY SELECTION

Each of the Proponents and their respective Proponent Team Members acknowledges and agrees that, notwithstanding any term of this RFP, the Province is not in any way whatsoever obligated to continue with or complete any phase or stage of the Competitive Selection Process and may in its sole discretion do any one or more of the following:

- (a) at any time, from time to time, for any reason whatsoever, including for reasons that the Province in its sole discretion considers to be in the interests of or advantageous to the Province, or to reflect the terms of applicable trade agreements, modify, including by limiting, expanding, replacing, substituting, extending, suspending, postponing or cancelling, any stage of the Competitive Selection Process or the whole or any part or parts, including the scope, of the Project;
- (b) by delivery of a Termination Notice to the Proponents, at any time, for any reason whatsoever, including for reasons that the Province in its sole discretion considers to be in the interests of or



advantageous to the Province, terminate the Competitive Selection Process, including if the Province elects in its sole discretion not to continue negotiations with the Preferred Proponent to settle the Project Agreement or elects in its sole discretion not to execute and deliver the settled form of Project Agreement;

- (c) not accept, review, or evaluate any one or all of the Proposals;
- (d) not select a Preferred Proponent;
- (e) not offer any of the Proponents the opportunity to enter into or award the Project Agreement to any Proponent or at all;
- (f) implement or issue any other procurement or other process for, or proceed in any other manner whatsoever, including using the Province's own forces, contractors, or authorities, with the whole or any part or parts of the Project; and
- (g) proceed, including in conjunction with any one or more of the activities, processes or works described in subsections 5.3 (i) and (j) below with all or any part of the design, construction, financing, operation or other activities in respect of the whole or any part or parts of the lands and infrastructure comprising or anticipated to comprise the Project through any other procurement or other process of any kind whatsoever, including negotiation, or prosecution of works using the Province's own forces, contractors or authorities.
- (h) without limiting any other term of this RFP, if the Province fails to select a Preferred Proponent within 180 days after the Financial Submittal Deadline or terminates the Competitive Selection Process or cancels any part of the Competitive Selection Process, including this RFP, at any time and subsequently proceeds with any one or more of the activities, processes or works described in subsections 5.3 (a) to (g) above, the Province may in its sole discretion:
 - i.) contract directly with any person for any or all matters related directly or indirectly to all or any part of the design, construction, operation, financing or fare collection in respect of all or any part or parts of the lands and infrastructure comprising or anticipated to comprise the Project; and
 - ii.) contract directly with any one or more of any of the Proponent Team Members of any of the Proponents, or with any one or more of the contractors, sub-contractors, consultants, advisors or other persons engaged by or through any of them, and no Proponent Team Member of any Proponent will take any step or action that might prevent or impede the Province from so doing.

A negotiation process referenced in this Section 5.3 may:



- (i) 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 Project Agreement, as applicable, with that Proponent on terms, conditions, and as to scope acceptable to the Province; or
- (j) 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 ,

and the Province may also take any such steps as it determines, in its discretion, are required to mitigate against any actual or perceived conflict of interest or unfair advantage occurring as a result of any negotiation process referenced in this Section 5.3 in the event that any Proponent Team Member of the Proponent, or any other person, involved in such negotiations is participating in any other SLS Project procurement, including the imposition of a requirement for such person to establish ethical barriers.

5.4 PROPOSAL REVIEW AND EVALUATION

The evaluation of Proposals will be conducted by the Province, as described in Section 3.10 of Volume 1 of this RFP, with the assistance of other persons as the Province may decide it requires, including technical, financial, legal, and other advisors or employees and representatives of the Province, TI Corp, Infrastructure BC, and other government agencies and private sector advisors and consultants.

The Province will evaluate Proposals in the manner set out in Appendix B of Volume 1 of this RFP.

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;



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- (c) conduct credit, reference, criminal record, litigation, bankruptcy, taxpayer 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 or Appendix B of Volume 1 of this RFP, the Province may in its discretion (and without further consultation with the Proponents), decline to review, evaluate or rank, or may reject outright any Proposal which in the opinion of the Province: (i) is materially incomplete or irregular, (ii) contains omissions, exceptions or variations not acceptable to or material to the Province, (iii) contains a false or misleading statement, claim or information, or (iv) 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 and any Key Individual. 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 provided in the Qualification Response or 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 Project Agreement will be final, and the Province need not consult with any Proponent in making its decision.

The Province has no obligation or duty, in any way, whether in contract, tort or otherwise, to accept the Proposal that receives the highest ranking in accordance with the evaluation criteria set out in this RFP, or any Proposal.

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;



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- (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 Project Agreement to be in conflict with any other part of this RFP or the Definitive Project Agreement, then the Proponent will notify the Contact Person in writing in accordance with Section 3.3 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 Project Agreement, including all schedules to the Project Agreement, will govern and take precedence over this RFP.

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, BCTFA, TI Corp, BCIB and Infrastructure BC are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and other applicable legislation.

Subject to the terms of FOIPPA, the Confidentiality Conditions in Schedule 1 to 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.



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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 Initial Draft Project Agreement, the Definitive Project Agreement, the Project Agreement, 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, TI Corp, BCTFA, BCIB, Infrastructure BC, 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 Project Agreement 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://www2.gov.bc.ca/gov/content/transportation-projects/surrey-langley-skytrain> and/or at <http://www.infrastructurebc.com>:

- (a) the Request for Qualifications;
- (b) the names of the Shortlisted 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://www2.gov.bc.ca/gov/content/transportation-projects/surrey-langley-skytrain> and/or at www.infrastructurebc.com includes:

- (d) Volume 1 of this RFP; and
- (e) the name of a Preferred Proponent.

The Initial Draft Project Agreement is confidential and not intended to be made publicly available unless otherwise required by government policy or Law. The Project Agreement, 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

If for any reason a Proponent wishes to make or requires to add, remove or otherwise change a Proponent Team or a Proponent Team Member, or where a Key Individual named in the Qualification Response does not meet the applicable requirements for such Key Individual as set out in the Project Agreement and/or this RFP, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of management actions or policies of a member) of a Proponent Team Member, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team Members, then the Proponent will submit a written request to the Province for approval of the 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



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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 and 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 and further, in the case of a change of a Key Individual, that the replacement Key Individual meets all applicable requirements for such Key Individual as set out in the Project Agreement and/or this RFP and that the replacement Key Individual has not been, and will not be, put forward as a Key Individual in another SLS Project procurement. 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 in its sole discretion. Any change to a Proponent Team Member that results in any additional person becoming an entity comprised in any Proponent Team Member, or where any additional person is an entity comprised in any additional persons specified by the Province in its discretion under this RFP as being included in the Proponent Team, in each case subsequent to the execution and delivery of the Proponent Agreement will be required to execute and deliver to the Province an agreement, in form and content satisfactory to the Province in its sole discretion, to be bound by the terms of the Proponent Agreement in the same manner and with the same effect as if such person had been an original signatory to the Proponent Agreement.

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 adversely affect a Proponent's ability to enter into or perform the Project Agreement including any aspects of the Project Work.

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

5.12.1 General Relationship Disclosure

The Province reserves the right to disqualify, at its discretion, any Proponent, that in the Province's opinion has an actual or perceived conflict of interest or unfair advantage or has a relationship that has the potential for creating an actual or perceived conflict of interest or unfair advantage, whether existing now or likely to



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arise in the future, or may permit the Proponent to continue and impose such condition as the Province may consider to be in the public interest or otherwise, as required by the Province.

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 may have, with the Province, or any agency, authority, board, tribunal, commission or department of the Province, BCTFA, TI Corp, BCIB, Infrastructure BC, any Restricted Party or any other person providing advice or services to the Province with respect to the Project and the SLS 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, TI Corp, BCIB, Infrastructure BC, any Restricted Party or any other person providing advice or services to the Province with respect to the Project and the SLS 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 any relationship under this Section 5.12.1 of this RFP, 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.

The Relationship Review Process Description is posted in the RFP Data Room.

5.12.2 SLS Project Relationship Disclosure

For each separate competitive selection process for the SLS Project, the Province also considers that it is necessary, in order to protect the integrity of that competitive selection process and address any potential or perceived resulting conflicts of interest or unfair advantage, to ensure that appropriate measures are also put in place to ensure that individuals and organizations participating in the competitive selection process for each separate SLS Project procurement will not have access, through their participation in one competitive selection process for the SLS Project, to any confidential information or knowledge that could materially improve, or reasonably be perceived to materially improve, the relative competitive position of a participant in another competitive selection process for the SLS Project. To mitigate against any such actual or perceived conflict of interest or unfair advantage occurring as a result of any proponent team member's participation in more than one SLS Project procurement, all information available in respect of each separate SLS Project procurement will be made available in one common RFP Data Room for all of the SLS Project procurements, and the Province may take any further steps and/or require



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any further measures as determined in the Province's discretion to ensure that information that could materially improve, or reasonably be perceived to materially improve, the relative competitive position of a participant in any SLS Project procurement is shared with all proponents for all SLS Project procurements.

Accordingly, any Proponent Team Member which is participating in the competitive selection process for any other SLS Project must therefore provide notice of such participation to the Province at the earliest possible opportunity, if such notice was not provided in the Proponent Agreement.

Confirmation of compliance with the requirements of this Section 5.12.2 will be required in the Proposal.

The Province may also, at its discretion, require the imposition of additional measures to mitigate against any actual or perceived conflict of interest or unfair advantage occurring as a result of any Proponent Team Member's participation in more than one SLS Project procurement.

5.13 RELATIONSHIPS

5.13.1 Restricted Parties

At the RFP stage, and without limiting the definition of Restricted Parties, the Province has identified the following persons as Restricted Parties:

- AMTG Consulting Ltd.
- Anthony Steadman and Associates Inc.
- Ausenco Sustainability Inc.
- Belyea Consulting Inc.
- Boughton Law Corporation
- Canatrack Engineering Management Ltd.
- Charter Project Delivery Inc.
- Clark Wilson LLP
- Colliers International
- COWI North America Ltd.
- David Weatherby
- Deloitte Touche Tohmatsu Limited
- DIALOG Ltd.



- Diamond Land Consultants Inc.
- DM Fourchalk Property Consultants Inc.
- Enderli Consulting
- Essential Acquisition Services Ltd.
- Farris LLP
- Fred Cummings
- Gateway Land Services Ltd
- GCP Property Consultant
- Golder Associates Ltd.
- Hatch Ltd.
- Infra-Link Consulting Ltd.
- Iridium Consulting Ltd.
- J. Buckle Consulting Ltd.
- Kleanza Consulting Ltd.
- Lucas Solutions Ltd.
- Maison Blanche Consulting Inc.
- McTavish Resource & Management Consultants Ltd.
- Miller Thomson LLP
- MP2 Enterprises Inc.
- Norton Rose Fulbright Canada LLP
- Pacific Land Services Inc.
- Pacific Veritas Consulting Ltd.
- Perkins Eastman Architects Canada Ltd.
- Senez Consulting Ltd.
- Simmons Property Services Inc.
- Spur Communication Inc.
- Steer Davies Gleave North America Inc.



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- Target Land Surveying (Surlang) Ltd.
- The Elliott Consulting Group
- Underhill Geomatic Ltd.
- Wardley Consulting Group Inc.
- Westco Consulting Inc.
- WMG Construction Management Services
- Zenith Appraisal Land Consulting Ltd.
- The Province, BCTFA, BCIB, BCRTC, TI Corp, TransLink or Infrastructure BC Inc.

This is not an exhaustive list of Restricted Parties. The Province may identify additional Restricted Parties, including by being added by Addendum to the list during the Competitive Selection Process.

There may be organizations not included in the above list that employ individual Restricted Parties where the organization and relevant individuals are subject to ethical protocols and safeguards to address potential conflict of interest or unfair advantage issues. The RFP Data Room contains a non-exhaustive list of individual Restricted Parties. Proponents are responsible for making appropriate enquiries with any organization or individual they intend to involve in the preparation of a Proposal.

5.13.2 Use or Inclusion of Restricted Parties

The Province may, at its discretion, disqualify any Proponent, or may permit a Proponent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise required by the Province, 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 the Proponent respecting the Proponent's participation in the Competitive Selection Process; or
- (b) as a Proponent Team Member or as an employee, advisor or consultant to the Proponent or a Proponent Team Member.

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 or includes any Restricted Party in the Proponent Team.

5.13.3 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, however, the Province may from time to time add persons to the list of Shared Use Persons.

5.13.4 Conflict of Interest Adjudicator

Boughton Law Corporation acting, principally, through the services of Doug Hopkins has been appointed as the COI Adjudicator to provide rulings on conflicts of interest, unfair advantage, or exclusivity issues, including whether any person is a Restricted Party. The Province may, at its discretion, refer matters to the COI Adjudicator.

5.13.5 Proponent Requests for Advance 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, is or may be a Restricted Party, or has a concern about a conflict of interest or unfair advantage it may have, is encouraged to request an advance ruling.

To request an advance ruling, the person seeking the ruling should submit to the Contact Person by email, 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 advance 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.

The Province may make an advance ruling or may refer the request for an advance ruling to the COI Adjudicator. If the Province refers the request to the COI Adjudicator, the Province may make its own submission to the COI Adjudicator.

If a 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.

5.13.6 Province Requests for Advance Rulings

The Province may also independently make advance rulings or may seek advance rulings from the COI Adjudicator, where the Province identifies a potential or perceived conflict of interest, unfair advantage or a person who may be a Restricted Party. The Province will, if it seeks an advance ruling from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Province seeks an advance ruling from the COI Adjudicator, the Province will give notice to the Proponent, and may give notice to the possible Restricted Party so that it may make its own submission to the COI Adjudicator.

5.13.7 Decisions Final and Binding

The decision of the Province or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Proponents, Proponent Team Members, and the Province. The Province or the COI Adjudicator, as applicable, has the discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.

The Province may provide any decision by the Province or the COI Adjudicator regarding conflicts of interest to all Proponents, including all proponents for the other SLS Project procurements, if the Province, in its discretion, determines that the decision is of general application.

5.13.8 Exclusivity

Unless permitted by the Province, in its discretion, or permitted as a Shared Use person, each Proponent will ensure that no Proponent Team or Proponent Team Member, or any Affiliated Person of any member of its Proponent Team, participates as a member of any other Proponent Team.

If the Proponent contravenes the foregoing, the Province reserves the right to disqualify the Proponent, or to permit the Proponent to continue and impose such conditions as may be required by the Province. Each Proponent is responsible, and bears the onus, to ensure that the Proponent, the Proponent Team and each Proponent Team Member, and their respective Affiliated Persons do not contravene the foregoing.

A Proponent or a prospective Proponent Team member who has any concerns regarding whether participation does, or will, contravene the foregoing is encouraged to request an advance ruling. To request



an advance ruling on matters related to exclusivity, the Proponent or prospective Proponent Team member should submit to the Contact Person, the following information:

- (a) names and contact information of the Proponent or prospective Proponent Team member making the disclosure;
- (b) a detailed description of the relationship that raises the possibility of non-exclusivity;
- (c) a detailed description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity 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 in its discretion that no such non-exclusivity exists or, if it does, that measures satisfactory to the Province in its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competitive Selection Process.

5.13.8.1 *Exclusivity – The Province May Request Advance Rulings*

The Province may also independently make advance rulings or may seek an advance ruling from the COI Adjudicator, where the Province identifies a matter related to exclusivity. The Province will, if it seeks an advance ruling from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Province seeks an advance ruling from the COI Adjudicator, the Province will give notice to the Proponent so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Province may require that the Proponent make an application under Section 5.13.8 of Volume 1 of this RFP.

5.13.8.2 *Exclusivity - Rulings Final and Binding*

The decision of the Province or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including the Proponent, Proponent Team, Proponent Team Members and the Province, as applicable. The Province or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstance in which a decision may be amended or supplemented.

The Province may provide any decision by the Province or the COI Adjudicator regarding matters related to exclusivity to all Proponents, including all proponents for the other SLS Project procurements, if the Province, in its discretion, determines that the decision is of general application.



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 RFP Data Room or any notices in respect of the RFP 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 Initial Draft Project Agreement, the Definitive Project Agreement, the Project Agreement, Project Requirements, or the Project or the SLS 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.



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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 Initial Draft Project Agreement, the Definitive Project Agreement, the Project Agreement, 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 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 Reviewer, 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 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 COI Adjudicator.

5.18 DISPUTE RESOLUTION

The Authorized Representative 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 Contact Person, that are not resolved through negotiation between the Province and the Proponent within 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.



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6 INTERPRETATION

References to this RFP, the Project Agreement, or to the documents which make up the appendices or schedules to this RFP, the Project Agreement, 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, words imputing any gender includes all genders, as the context requires and is used as a reference term only 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 Project Agreement, to the Province not entering into the Project Agreement, 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 Project Agreement, not entering into the Project Agreement, 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.



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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 Project Agreement.

“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 given to it in Section 2.2.12 of Volume 1 of this RFP.

“Addenda” or **“Addendum”** means a written document specifically identified as an “Addendum” and issued by the Province to amend this RFP.

“Adjusted Total Financial Submittal Score” has the meaning set out in Appendix B of Volume 1 of this RFP.

“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 the 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 F [Rate Setting Process and Advance Interest Rate Submittals] of Volume 1 of this RFP.

“Affiliated Persons”, are:

- (a) a corporation and
 - i.) a person by whom the corporation is controlled,
 - ii.) each member of an affiliated group of persons by which the corporation is controlled, and
 - iii.) a spouse or common-law partner of a person described in subparagraph i.) or ii.);



- (b) two corporations, if
 - i.) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
 - ii.) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
 - iii.) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- (c) a corporation and a partnership, if the corporation is controlled by a particular group of persons each member of which is affiliated with at least one member of a majority-interest group of partners of the partnership, and each member of that majority-interest group is affiliated with at least one member of the particular group;
- (d) a partnership and a majority-interest partner of the partnership;
- (e) two partnerships, if
 - i.) the same person is a majority-interest partner of both partnerships,
 - ii.) a majority-interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or
 - iii.) each member of a majority-interest group of partners of each partnership is affiliated with at least one member of a majority-interest group of partners of the other partnership;
- (f) a person and a trust, if the person
 - i.) is a majority-interest beneficiary of the trust, or
 - ii.) would, if this subsection were read without reference to this paragraph, be affiliated with a majority-interest beneficiary of the trust; and
- (g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
 - i.) a majority-interest beneficiary of one of the trusts is affiliated with a majority-interest beneficiary of the other trust,
 - ii.) a majority-interest beneficiary of one of the trusts is affiliated with each member of a majority interest group of beneficiaries of the other trust, or

- iii.) each member of a majority-interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority-interest group of beneficiaries of the other trust.

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

“**Affordability Reference**” has the meaning set out in Section 3.1 of Volume 1 of this RFP.

“**AIA**” means Archaeological Impact Assessment.

“**AIRCC**” means the Allied Infrastructure and Related Construction Council of BC.

“**Alignment**” means the physical alignment of the SLS Project identified in the Reference Concept Alignment as revised from time to time by the Province.

“**ALRT**” means Advanced Light Rapid Transit.

“**Alternate Security Package**” has the meaning set out in Appendix G [Security Package Review Submittals] of Volume 1 of this RFP.

“**AOA**” means Archaeological Overview Assessment.

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

“**Background IP**” means Intellectual Property that is not owned by a Third Party and is specifically set out in the List of Non-Work Product IP and is embedded in or used in connection with the Work Product, or in the preparation or development of the Work Product or necessary or desirable to implement, operate or exploit the Work Product, but which does not otherwise form part of the Work Product.

“**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 G [Security Package Review Submittals] of Volume 1 of this RFP.

“**Base Security Package Submittal**” means the submittal described in Section 3.8.2 of Volume 1 of this RFP.



“**BC Infrastructure Benefits Inc**” or “**BCIB**” means the entity that will provide required Project labour force and manage labour relations for Project Co.

“**BCA**” means BCIB-Contractor Agreement.

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

“**BCRTC**” means British Columbia Rapid Transit Company Ltd. which operates and maintains the SkyTrain System on behalf of TransLink.

“**BCTFA**” means BC Transportation Financing Authority, a corporation continued under the Transportation Act (British Columbia).

“**Benchmarks**” has the meaning set out in Section 1 of Appendix F [Rate Setting Process and Advance Interest Rate Submittals] of Volume 1 of this RFP.

“**BSA**” means BCIB-Subcontractor Agreement.

“**CBA**” means Community Benefits Agreement which has the meaning described in Section 2.2.1 of Volume 1 of this RFP.

“**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 3 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



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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 Reviewer or the COI 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 COI Adjudicator, the Fairness Reviewer, 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.

“**Complete License**” means, in respect of any Intellectual Property or Intellectual Property Rights to which the Complete License applies (the “**Licensed Property**”), a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully-paid, sub-licensable, transferable and assignable license or sub-license (if applicable), by written instrument in form and content satisfactory to the Province in its sole discretion, for the Province and its employees, agents, contractors, consultants, advisors, sub-licensees, successors and assigns to do any one or more of the following:

- (a) reproduce, make Modifications to create derivative works from, distribute, publicly perform, publicly display, disclose, communicate by telecommunication, translate and otherwise use the Licensed Property in any medium or format, whether now known or hereafter devised;
- (b) use, make, have made, sell, offer to sell, import and otherwise exploit any product or service based on, embodying, incorporating or derived from the Licensed Property; and
- (c) exercise any and all other past, present or future rights in and to the Licensed Property.

“**Confidentiality Conditions**” means the confidentiality conditions attached as Schedule 1 to the Proponent Agreement.



“**Conflict of Interest Adjudicator**” or “**COI Adjudicator**” has the meaning set out in Section 5.13.4 of Volume 1 of this RFP.

“**Conforming Proposal**” means a Proposal designated by the Province under this RFP as having substantially satisfied or exceeded the requirements set out in this RFP.

“**Contact Person**” means the contact at the e-mail address Contact.SLSGuideway@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 3.2 of Volume 1 of this RFP.

“**CP**” means Canadian Pacific Railway Limited.

“**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 Refresh Lock-in Date**” has the meaning set out in Section 2.2 of Appendix F [Rate Setting Process and Advance Interest Rate Submittals] 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 RFP Data Room.

“**DB**” means design-build.

“**DBF**” means design-build-finance.

“**Definitive Project Agreement**” means the final draft form of the Initial Draft Project Agreement, 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 contemplated 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**” means an entity providing financial and / or performance support to a Design-Build Contractor by way of a guarantee or a commitment to support the participation by a Design-Build Contractor in the Competitive Selection Process and the Project, as described in the Respondent’s response and as may be changed pursuant to this RFP.



“**EA**” means Environmental Assessment.

“**ESR**” means Environmental Screening Review.

“**Fairness Reviewer**” has the meaning set out in Section 3.13 of Volume 1 of this RFP.

“**Final AIRS**” has the meaning set out in Appendix F [Rate Setting Process and Advance Interest Rate Submittals] of Volume 1 of this RFP.

“**Final AIRS Submittal Deadline**” means the date and time identified as such in Section 3.14 of Volume 1 of this RFP.

“**Final Security Package Review Submittal Deadline**” means the date and time identified as such in 3.14 of Volume 1 of this RFP.

“**Financial Close**” means the time when the Project Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Project Agreement and the Project financing agreements have been satisfied.

“**Financial Model**” means a financial model as described in Section 6.5 of Package 6 set out in Table A-12 in Appendix A [RFP Response Guidelines] of Volume 1 of this RFP.

“**Financial Submittal**” has the meaning set out in Appendix A [RFP Response Guidelines] of Volume 1 of this RFP.

“**Financial Submittal Deadline**” means the date and time specified as such in 3.14 of Volume 1 of this RFP.

“**Financing Plan**” means a financing plan as described in Section 6.4 of Package 6 set out in Table A-12 in Appendix A [RFP Response Guidelines] of Volume 1 of this RFP.

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

“**Gender-Based Analysis Plus**” or “**GBA+**” has the meaning described in Section 2.10 of this RFP.

“**Guideway Contract**” or “**Project**” means the design, construction, and partial financing of the specified infrastructure and related ancillary work as described in the Definitive Project Agreement.

“**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 Design, the Alignment, 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, or any of them, including in the RFQ Data Room, by posting in the RFP 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 SLS Project, the Project, the Competitive Selection Process, including this RFP, the Initial Draft Project Agreement, the Definitive Project Agreement, the Project Agreement, 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.

“Infrastructure BC” means Infrastructure BC Inc.

“Initial AIRS” has the meaning set out in Appendix F [Rate Setting Process and Advance Interest Rate Submittals] of Volume 1 of this RFP.

“Initial AIRS Submittal Deadline” means the date and time identified as such in Section 3.14 of Volume 1 of this RFP.

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

“Initial Security Package Review Submittal Deadline” means the date and time identified as such in Section 3.14 of Volume 1 of this RFP.

“Intellectual Property” means, without limitation, all algorithms, application programming interfaces (APIs), apparatus, circuit designs and assemblies, concepts, data, databases and data collections, designs, diagrams, documentation, drawings, equipment designs, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice) and patents and applications therefor and the right to apply for patents thereon, IP cores, know-how, materials, marks (including registered and unregistered trade-marks, official marks, brand names, product names, logos, and slogans), methods, models, net lists, network configurations and architectures, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable



or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers, including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology.

“Intellectual Property Rights” means all past, present and future rights of the following types which may exist or be created under the laws of any jurisdiction in the world in respect of any Intellectual Property in any medium or format, whether now known or hereafter devised:

- (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask work rights;
- (b) trade-mark and trade name rights and similar rights;
- (c) trade secret rights;
- (d) patent and industrial property rights;
- (e) rights to bring actions and other proceedings against third parties for the past, present or future infringement or misuse of any Intellectual Property;
- (f) all other proprietary rights in Intellectual Property of every kind and nature; and
- (g) rights in or relating to registrations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the rights referred to in subsections (a) through (f) of this definition.

“Interim AIRS” has the meaning set out in Appendix F [Rate Setting Process and Advance Interest Rate Submittals] of Volume 1 of this RFP.

“Interim AIRS Submittal Deadline” means the date and time identified as such in Section 3.14 of Volume 1 of this RFP.

“Interim Financial Review Submittal” has the meaning set out in Section 3.8.1 of Volume 1 of this RFP.

“Interim Financial Review Submittal Deadline” means the date and time identified as such in Section 3.14 of Volume 1 of this RFP, as it may be amended from time to time by the Province in accordance with this RFP.

“Key Individuals” means specific persons, exclusive to one Proponent, including the Design-Build Contractor Director, Construction Lead, and Design Lead, as such persons may be changed in accordance with and subject to the permission of the Province pursuant to this RFP.

“LIM” means linear induction motor.



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“**Limited License**” means a license for the Permitted Use in respect of any Third Party IP which, due to the specialized and proprietary nature of that Third Party IP, cannot be provided by way of a Complete License and therefore has more restrictive terms than a Complete License.

“**Limited Notice to Proceed Agreement**” means the form of agreement set out in Form 10 of Volume 3 to this RFP.

“**List of Non-Work Product IP**” means the list that specifically identifies, categorizes and describes Background IP and Third Party IP, as such list is described in Section 3.9.5 of Volume 1 of this RFP.

“**Modifications**” mean, in respect of any Intellectual Property or other property, all modifications, including any alterations, changes, deletions, amendments, upgrades, updates, enhancements, revisions or improvements.

“**Permitted Use**” means in connection with the Project Agreement, the Project or otherwise in connection with any one or more of the current or future development, design, construction, operation, maintenance, repair, modification, alteration, adaptation, rehabilitation, reconstruction, improvement, expansion, extension, financing or regulation (including with respect to the contemplation, procurement or undertaking of any such activities by the Province or any third parties) of all or any part or parts of the Project, including the lands and infrastructure comprising or anticipated to comprise the Project, and also including use in connection with any works, projects or activities implemented as part of any Derivative Activity and/or the carrying out of any statutory, public or other duties or functions in respect of any of the foregoing.

“**Preferred Proponent**” means the Proponent who has delivered the Preferred Proponent Security Deposit and has been selected by the Province pursuant to this RFP to finalize the Project Agreement.

“**Preferred Proponent Security Deposit**” means the sum of \$20,000,000 by way of an irrevocable letter of credit in the form set out as Form 6 of Volume 3 of this RFP or otherwise in form and content acceptable to the Province in its sole discretion.



“Project Agreement” means:

- (a) the Definitive Project Agreement, as may be changed, modified or added to in accordance with this RFP; and
- (b) 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.

“Project Co” means the entity that enters into the Project Agreement with the Province and leads the Project team through the term of the Project Agreement.

“Project Co’s Representative” means the individual proposed by the Respondent to be responsible for leading Project Co to enter into the Project Agreement with the Province and through the term of the Project Agreement, as identified in the Respondent’s Response. Project Co’s Representative position shall be filled by the same individual who is acting as the Design-Build Contractor Director.

“Proponent Agreement” means the agreement relating to the Competitive Selection Process substantially in the form attached to the RFQ, to be executed and delivered by the Proponent and each of the Proponent Team Members.

“Proponent Representative” means, for a Proponent, the person who under the RFQ for such Proponent was the “Respondent Representative” (as such term is used in the RFQ), as such person may be changed from time to time by the Proponent by written notice to the Province, and who is fully authorized to represent the Proponent in any and all matters related to this RFP.

“Proponent” means shortlisted Respondent and, in the case of 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 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, that Proponent and the Proponent’s Key Individuals, Project Co, Design-Build Contractor, Design Contractor(s), and Design-Build Contractor Guarantor(s) as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“Proponent Team Member” means a member of a Proponent Team as identified in the Proponents RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.



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“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.

“Proposal Validity Period” has the meaning set out in Section 3.10.7.

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

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

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

“Reference Concept Alignment” means the physical alignment of the Surrey Langley SkyTrain identified as the reference concept alignment in the RFP Data Room.

“Reinvestment Base Rate Benchmark” has the meaning set out in Appendix F [Rate Setting Process and Advance Interest Rate Submittals] of Volume 1 of this RFP.

“Relationship Review Process Description” means the Relationship Review Process Description for Major Projects and Alternative Procurement posted in the RFP Data Room.

“Releasees” means and includes each of the Province, TI Corp, BCTFA, BCIB, Infrastructure BC, the Fairness Reviewer, the COI Adjudicator, and each of their respective directors, officers, representatives, any of their elected officials, including members of the Executive Council, managers, employees, consultants, contractors, advisors and agents and successors and assigns.

“Representatives” means TI Corp, BCTFA, BCIB, Infrastructure BC, the Fairness Reviewer, the COI 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.

“Request for Information” or **“RFI”** means a request for information in the form attached as Appendix C [Request for Information Form] to Volume 1 of this RFP.

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



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“Request for Qualifications” or **“RFQ”** means the Request for Qualifications issued by the Province on August 2, 2022, titled “RFQ - Surrey Langley SkyTrain Project: Guideway Contract”, including all “Addenda” thereto as defined in the RFQ.

“Response to Proponents” is a written document specifically identified as a “Response to Proponents”.

“Restricted Party” means those persons (including their former and current employees) who had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who may provide a material unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents.

“RFP Data Room” means a restricted access electronic data website established by the Province for the SLS Project, including the Project and the RFP.

“RFP Title” means **“RFP – Surrey Langley SkyTrain Project: Guideway Contract”** 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.

“Security Package Review Process” has the meaning set out in Appendix G [Security Package Review Submittals] of Volume 1 of this RFP.

“Senior Debt Base Rate Benchmark” has the meaning set out in Appendix F [Rate Setting Process and Advance Interest Rate Submittals] of Volume 1 of this RFP.

“Senior Debt Credit Spread Benchmark” has the meaning set out Appendix F [Rate Setting Process and Advance Interest Rate Submittals] of Volume 1 of this RFP.

“Shared Use Person” has the meaning set out in Section 5.13.3 of Volume 1 of this RFP.

“Shortlisted Respondents” means the Respondents listed in Section 1.2 of Volume 1 of this RFP.

“SkyTrain System” means the SkyTrain advanced light rapid transit system presently operated by BCRTC on behalf of TransLink on its Millennium Line and Expo Line into which the Project, upon completion, is to be fully integrated.

“SLS Project” or **“Surrey Langley SkyTrain Project”** means the activities, objectives and improvements described in Section 1 of this RFP.



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“**Stations Contract**” means the design and construction of eight stations and nine propulsion power substations in relation to the SLS Project.

“**Stipend**” means the sum of \$5,000,000, inclusive of GST, PST and any and all other applicable taxes.

“**Stipend Invoice**” means the invoice referenced in Section 3.15 of this RFP.

“**Submission Location**” means Suite 1100 - 401 West Georgia, Vancouver, BC, V6B 5A1.

“**Submission Location for Initial and Final Security Package Review Submittals**” means by e-mail to the Contact Person.

“**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.

“**SUE**” means Subsurface Utility Engineering.

“**Summary of Key Information**” means the table named “Summary of Key Information” set out at the beginning of this RFP.

“**Swapped Senior Debt Base Rate Benchmark**” has the meaning set out in Appendix F [Rate Setting Process and Advance Interest Rate Submittals] of Volume 1 of this RFP.

“**Systems and Trackwork Contract**” means the design and construction of trackwork, power rail and LIM rail systems, communications, automated train control, propulsion power equipment in relation to the SLS Project.

“**Technical Submittal**” has the meaning set out in Appendix A [RFP Response Guidelines] of Volume 1 of this RFP.

“**Technical Submittal Deadline**” means the date and time specified as such in Section 3.14 of Volume 1 of this RFP.

“**Technical Supplement**” means a supplement to a Proponent’s Technical Submittal that may be invited by the Province in accordance with Section 3.10.3 of Volume 1 of this RFP.



“Termination Fee” means:

- (a) in respect of a Termination Notice that is delivered at any time after completion of the Workshop, an amount not to exceed \$5,000,000; or
- (b) in respect of a Termination Notice that is delivered after the Financial Submittal Deadline, an amount not to exceed \$10,000,000;

in each case inclusive of GST, PST and any and all other applicable taxes, in respect of the actual and reasonable expenditures incurred by the Proponent up to the date of the Termination Notice to prepare its Conforming Proposal or Proposal, as applicable, as fully demonstrated in sufficient detail to the satisfaction of the Province with supporting documentation.

“Termination Fee Invoice” means the invoice referenced in Section 3.16 of Volume 1 of this RFP.

“Termination Notice” means a written notice designated as a “Termination Notice” and issued by the Province to the Proponents for the purpose of giving the Proponents notice of termination by the Province of the Competitive Selection Process.

“Third Party” means a person that is not related to, or is not an Affiliate of, any Proponent Team Member or any other firm, individual or entity involved in the Project.

“Third Party IP” means Intellectual Property that is owned by a Third Party and is specifically set out in the List of Non-Work Product IP and is embedded in or used in connection with the Work Product or in the preparation or development of the Work Product, or necessary or desirable to implement, operate or exploit the Work Product, but which does not otherwise form part of the Work Product.

“Three Municipalities” means collectively the City of Surrey, Township of Langley, and the City of Langley.

“TI Corp” means Transportation Investment Corporation, a corporation established under the Transportation Investment Act (British Columbia).

“Topic Meetings” means the meetings described in Section 3.6 of Volume 1 of this RFP and “Topic Meeting” means any one of such meetings.



“Work Product” means:

- (a) all Deliverables;
- (b) all Intellectual Property, in any stage of development, that is not Background IP or Third Party IP and that is or was conceived, created, authored, developed, reduced to practice, acquired or otherwise obtained or provided on behalf of a Proponent pursuant to the RFP or otherwise in connection with such Proponent’s Proposal, the Project, the Deliverables or as part of the Competitive Selection Process; and
- (c) the electronic files for, and all tangible embodiments of, all Intellectual Property referred to in the above subsection (other than Background IP and Third Party IP), including computer-aided design and drafting and other electronic development, design, documentation and modelling files, drawings, renderings, models, presentations, prototypes, reports, samples and summaries.

“Workshops” means the workshops described in Section 3.6 of Volume 1 of this RFP and “Workshop” means any one of such workshops.



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APPENDIX A RFP RESPONSE GUIDELINES

1. Response Guidelines Overview

This Appendix A 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 Project Agreement. Without limiting any other term of this RFP, including Section 5.4 of Volume 1 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 F of Volume 1 of this RFP, and Section 4 of this Appendix A, respectively.

Technical Submittal

Package 1: Transmittal

Contents List

- 1.1 Contact Information
- 1.2 Form 1 of Volume 3 of this RFP - Technical Submittal Certificate and Declaration
- 1.3 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 the Design-Build Contractor
- 2.4 Details of the Design Contractor(s)
- 2.5 Governance Structure



Package 3: Implementation Schedules and Strategies

Contents List

- 3.1 Schedules
- 3.2 Design
- 3.3 Construction
- 3.4 Geotechnical
- 3.5 Quality Management
- 3.6 Environmental Management Strategy
- 3.7 Cooperation with the Province, Stations Project Co, and Systems Project Co
- 3.8 Communications and Engagement
- 3.9 Indigenous Participation

Package 4: Scored Evaluation

Contents List

- 4.1 Schedule
- 4.2 Mobilization
- 4.3 Implementation
- 4.4 Municipal and Public Interfaces
- 4.5 Indigenous Participation

Advance Interest Rate Submittal

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

Security Package Review Submittal

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



Interim Financial Review Submittal

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

Financial Submittal

Package 5: Transmittal Package

Contents List

- 5.1 Form 2/Form 3 - Financial Submittal Certificate and Declaration
- 5.2 Form 4 – Commitment Letter
- 5.3 Overview table of contents for all parts of the Financial Submittal

Package 6: Financial

Contents List

- 6.1 Contract Price
- 6.2 Basis of Financial Submittal
- 6.3 Financial Capacity
- 6.4 Financing
- 6.5 Financial Model
- 6.6 Strategy for the Design-Build Contractor
- 6.7 Project Insurances
- 6.8 Affordability Model
- 6.9 Workforce Requirements



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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

- (a) The packages comprising the Technical Submittal must be received at the Submission Location before the Technical Submittal Deadline.
- (b) The Advance Interest Rate Submittals submitted in accordance with Appendix F of Volume 1 of this RFP are to be received at the Submission Location for Initial, Interim and Final AIRS before the Initial AIRS Submittal Deadline, the Interim AIRS Submittal Deadline and the Final AIRS Submittal Deadline, respectively.
- (c) The packages comprising the Financial Submittal must be received at the Submission Location before the Financial Submittal Deadline.

2.3 Containers and Labeling

- (a) 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.
- (b) 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.
- (c) 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 Submission Format

All Submittals

Text and tables should be on 8.5" x 11" pages with 2 cm margins. Where practical, text should be 1.5-line spacing and not smaller than 11-point typeface. Drawings submitted with the Technical Submittal should not be double-sided and be in format no larger than 11" x 17" paper.



Table A-1 Electronic File Formats

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

Technical Submittal

(a) Submit one (1) complete master hard copy of the Technical Submittal, one (1) identical printed copy of each Package 1 and Package 2, and two (2) identical printed copies of each Package 3 and Package 4, in the format described in Table A-1, with the following structure:

- (i) Package 1
- (ii) Package 2
- (iii) Package 3, Sections 3.1 – 3.4
- (iv) Package 3, Sections 3.5 – 3.9
- (v) Package 4

All hard copies should be bound in one or more three-ring binders, and labeled “Master” or “Copy X of X”.

(b) Submit one (1) complete electronic copy on a USB flash drive of the Technical Submittal in the format described in Table A-1, in the following file and directory structure:

- (i) Package 1
- (ii) Package 2
- (iii) Package 3, Sections 3.1 – 3.9
- (iv) Package 4



The USB flash drive is to be clearly labeled with the RFP Title, the name of the Proponent. If more than one USB flash drive is provided, the applicable Package name and number is to be clearly indicated.

Technical Supplement (if invitation is issued)

- (a) Submit one (1) complete master hard copy of the Technical Supplement labeled “Master” in a three-ring binder with two (2) complete and identical printed copies of the Technical Supplement in three-ring binders each marked “Copy X of 2”.
- (b) Submit one (1) electronic copy on USB flash drive(s) in the format described in Table A-1, 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 (1) USB 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.

Security Package Review Submittals

- (a) One (1) copy of the Initial Security Package Review Submittal and Final Security Package Review Submittal emailed to the Submission Location for Initial and Final Security Package Review Submittals.

Interim Financial Review Submittal

- (a) One (1) copy of the Interim Financial Review Submittal emailed to the Submission Location for Interim Financial Review Submittals.

Financial Submittal

- (a) Submit one (1) complete electronic copy on a USB flash drive of the Financial Submittal in the format described in Table A-1, in the following file and directory structure:
 - (i) Package 5
 - (ii) Package 6

The USB flash drive is to be clearly labeled with the RFP Title, the name of the Proponent. If more than one USB flash drive is provided, the applicable Package name and number is to be clearly indicated.

2.5 RFP 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.



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3. Requirements for Technical Submittal

Without limiting the terms of this RFP, this Section 3 of Appendix A of Volume 1 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 Volume 1 of this RFP.

The Technical Submittal is to be prepared on the basis of the version of the Definitive Project Agreement most recently issued prior to the Technical Submittal Deadline.

Proponents are to arrange the content of their Technical Submittal 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.



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Table A-2 Package 1 Requirements

Package 1 Transmittal

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

1.1 Contact Information

The contact person for all future communications between the Province and the Proponent, including name, employer, mailing address, telephone number and e-mail addresses.

1.2 Form 1 of Volume 3 of this RFP - Technical Submittal Certificate and Declaration

One (1) duly executed Technical Submittal Certificate and Declaration in the form set out in Form 1 of Volume 3 of this RFP.

1.3 Overview Table of Contents for the Technical Submittal

Overview table of contents for all parts of the Technical Submittal.



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Table A-3 Package 2 Content Overview

Package 2 Project Agreement Management

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

- 2.1 Proponent Information
- 2.2 Details of Project Co
- 2.3 Details of the Design-Build Contractor
- 2.4 Details of the Design Contractor(s)
- 2.5 Governance Structure

Package 2 of the Proponent's Proposal is to address the requirements set out in Table A-4 below. Proponents are to use the section numbers and corresponding titles shown in this table in their Proposals.



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Table A-4 Package 2 Content Requirements

Section	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 Design Contractor(s), 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 Design-Build Contractor Director, the Construction Lead and the Design Lead listed for the Respondent Team in the Proponent's RFQ Qualification Response have not changed and meet the qualification requirements set out in the Definitive Project Agreement; 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 and that the qualification requirements set out in the Definitive Project Agreement 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 extra provincial registration number for British Columbia for Project Co or as applicable each legal entity that comprises Project Co and further details,



Section	Title	Contents
		<p>including certificate of incorporation, memorandum and articles of incorporation, and documentation demonstrating that Project Co or as applicable each 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 the 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> <p>c) The Design-Build Contractor should clearly describe any changes to the Proponent Team members after the RFQ.</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 Details of the Design Contractor(s)		



Section	Title	Contents
2.4.1	Name	Full legal name(s)
2.4.2	Legal Details	For each entity of the design team provide full incorporation details, including certificate of incorporation, memorandum and articles of incorporation, and evidence that it is duly authorized to carry on business in British Columbia. If a firm of the design team is an unincorporated legal entity, please provide full details and proof of the existence of the individuals, corporations, other entities or the underlying legal entities that make up joint ventures and partnerships who have direct responsibility for the Design.
2.4.3	Organization Structure Details	Organizational description indicating 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 Schedule 21 [Key Individuals] of the Definitive Project Agreement.</p> <p>Description of the relationships and reporting arrangements among the Proponent Team Members at all stages of the Project, including:</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) the 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.



Table A-5 Package 3 Content Overview

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 Volume 1 of this RFP have been met. Package 3 sections are:

- 3.1 Schedules
- 3.2 Design
- 3.3 Construction
- 3.4 Geotechnical
- 3.5 Quality Management
- 3.6 Environmental Management Strategy
- 3.7 Cooperation with the Province, Stations Project Co, and Systems Project Co
- 3.8 Communications and Engagement
- 3.9 Indigenous Participation

Package 3 of the Proponent's Proposal is to address the requirements set out in Table A-6 below. Proponents are to use the section numbers and corresponding titles shown in this table in their Proposals.

Drawings shall be in accordance with Schedule 4 of the Project Agreement.



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Table A-6 Package 3 Content Requirements

Section	Title	Contents
3.1 Schedules		
3.1.1	Project Schedule	<p>Provide a Project Schedule, prepared assuming an Effective Date of October 24, 2023, and in accordance with the Definitive Project Agreement, including Schedule 3, which includes, at a minimum, the following information:</p> <ul style="list-style-type: none"> a) Effective Date; b) interim and final Design milestones for major submittals; c) construction start date; d) Primary Occupancy Transfer Dates; e) the Substantial Completion Date; and f) the Total Completion Date. <p><i>Note – additional Dates required to be identified will be issued by Addendum</i></p>
3.1.2	Works Schedule	<p>A draft Works Schedule, using Oracle Primavera P6 (.XER format and PDF), prepared in accordance with the Definitive Project Agreement showing the milestones listed in Section 3.1.1 above and identifying at a minimum, the following key work elements:</p> <ul style="list-style-type: none"> a) intended construction start date including all milestones, major plans, and submissions required to be met prior to the start of construction; b) critical path and major milestones; c) consideration of Environmental Timing Windows; d) securing approvals, permits, and licenses, including environmental, and utilities;



Section	Title	Contents
		<ul style="list-style-type: none"> e) design and design interface schedule; f) procurement of major prefabricated and other critical materials; g) construction mobilization, demobilization; h) construction/set-up of temporary and/or offsite facilities; i) pre-casting schedule; j) set-up and demobilization of launching trusses; k) utility relocations and/or protection; l) earthworks; m) major lane closures and detours; n) road and pavement construction; o) foundation works including number of work fronts; p) structures construction including guideway and retaining walls; q) guideway superstructure finish works including bearings and pedestals; r) walkway installation; s) final remediation works including MUPs and site restoration; and t) any other significant work functions.
3.1.3	90-Day Lookahead Schedule	Provide a 90-Day Lookahead Schedule prepared in accordance with Schedule 3 Part 5 of the Definitive Project Agreement detailing planned activities from the Effective Date through the first 90 days of the Project. Planned activities should be in sufficient detail to adequately track progress.
3.1.4	Limited Notice to Proceed Agreement – Schedule	Provide the following:



Section	Title	Contents
		<ul style="list-style-type: none"> a) A completed draft Schedule A to Form 10 of Volume 3 of this RFP (Limited Notice to Proceed Agreement) (except for the “Estimated Total Cost” column which should remain blank), listing the activities identified on the Proponent’s Works Schedule that the Proponent would commence prior to the Effective Date in the event that a Limited Notice to Proceed Agreement may be executed. b) Confirmation that the Proponent has accepted the terms of and is prepared to execute Form 10 of Volume 3 of this RFP (Limited Notice to Proceed Agreement) if selected as Preferred Proponent and if required to do so prior to Financial Close.
3.2 Design		
3.2.1	Proposed Design and Construction Overview	Describe the Proponent’s approach to the Design and Construction of the Project and interface management given the multi-contract implementation of the Project including the key risks and challenges.
3.2.2	Alignment and track plan	Using the Alignment design drawings provided by the Province in the RFP Data Room, provide plan and profile drawings for inbound and outbound tracks that show the following: <ul style="list-style-type: none"> a) Key Guideway structures along the Alignment; and b) Clearances to key infrastructure, utilities, rail crossings, buildings, and any other features from the proposed Guideway Design.
3.2.3	Guideway and Active Transportation Design	Address the Guideway design criteria and requirements as set out in or otherwise referenced in the Definitive Project Agreement, and also the interface design requirements with the Stations Contract and Systems and Trackwork Contract as set out in or otherwise referenced in the Definitive Project Agreement and include the following: <ul style="list-style-type: none"> a) Outline of design approach for all Guideway structures, including foundations. A clear statement about the interface with the Stations design and Systems and Trackwork design and how the design interfaces will be managed. b) Outline of the design approach for the roadwork and active transportation elements along the full length of the guideway, with consideration of the ground-plane



Section	Title	Contents
		<p>interface with Stations Contract, in accordance with the requirements of Article 9 [Roads] in Part 2 of Schedule 4 and Appendix 3E [Scope and Scope Split Matrix] of the Definitive Project Agreement.</p> <p>c) Drawings showing the limits of proposed Guideway structures along the Alignment.</p> <p>i. The following types of Guideways should be identified (these may be illustrated on the Alignment drawings that are provided the proponent by the Province):</p> <ul style="list-style-type: none"> A. Standard segmental Structures; B. Structures for the sections with siding/pocket track, including the transitions; C. Multi-span segmental Structures; and D. Non-segmental Structures. <p>ii. For the elevated Guideway, provide the typical cross section, sideview and span length for the various types of proposed elevated Guideway, including rationale for column placements, span arrangements, and foundation systems. Each section should show the system-wide elements (based on early design input including Systems and Trackwork elements), Vehicle static and dynamic envelope, walkways and other significant features in sufficient detail (to demonstrate space-proofing of elements on the guideway for tangent and minimum radius curve). The various types of proposed elevated Guideway should include:</p> <ul style="list-style-type: none"> A. typical segmental Guideway section; B. transition and siding/pocket track Guideway; C. multi-span segmental Guideway; D. non-segmental Guideway structures; E. the proposed locations of piers and span lengths; F. the proposed foundation systems for the piers;



Section	Title	Contents
		<ul style="list-style-type: none"> G. details for providing a continuous deck for special track work turnouts; H. special details required to accommodate rail expansion joints; I. the common pier on Industrial Avenue (approaching 203 St Station) at the contract interface with Stations Contract; and J. significant utility conflicts and/or protections required.
<p>3.3 Construction</p>		
<p>3.3.1</p>	<p>Construction Approach and Management</p>	<p>Describe how the Construction will be carried out in a safe, effective manner while demonstrating that the Proponent has the capability to achieve its proposed Works Schedule in a reasonable and realistic manner, having regard to the requirements of the Definitive Project Agreement. At a minimum, the following items should be addressed:</p> <ul style="list-style-type: none"> a) key issues and constraints affecting construction and strategies to manage those issues; b) significant utility relocations, protections, installations and co-ordination activities; c) proposed noise, vibration, and light mitigation strategies for all components of construction where impact is expected; d) proposed construction methodologies and Project Work procedures for: <ul style="list-style-type: none"> i. construction of Elevated Guideways with particular reference to, foundation type and construction, column placement and construction approach; ii. location and preliminary layouts of temporary work areas; iii. location and preliminary layouts of pre-cast yard and production facilities; iv. proposed foundation construction and structure erection strategies for structures adjacent to or spanning buildings, roadways and train tracks; v. precasting segmental components of the elevated guideway, including achieving segment geometry and precise placement of embedded inserts;



Section	Title	Contents
		<ul style="list-style-type: none"> vi. precast segmental erection including numbers and types of launching equipment, assembly and disassembly locations, direction of construction, interface requirements at special structures, passenger stations and propulsion power substations; e) proposed processes that will be used to achieve the tolerance requirements at Track fastener locations on the top of the segmental guideway structural deck. At a minimum, the following items shall be addressed: <ul style="list-style-type: none"> i. segmental beam erection procedure and adjustment of the beam position procedure to minimize the out of tolerance, for the fastener locations (including consideration of multiple beams at one time).
3.3.2	Construction and User Safety	<p>Describe the Proponent’s approach to safety, including:</p> <ul style="list-style-type: none"> a) a safety policy statement providing the Proponent’s health and safety objectives; b) an outline of the overall safety plan; c) the process for accident and incident response and investigation, including provisions for emergency vehicle passage throughout the Project Site; and d) plans and processes for the protection of workers and the public. <p><i>Note – additional requirements will be issued by Addendum</i></p>
3.3.3	Traffic Management	<p>Describe the strategy that the Proponent will take to manage traffic during the execution of the Project Work in accordance with the requirements of the Definitive Project Agreement and provide, at a minimum, the following:</p> <ul style="list-style-type: none"> a) An overview of the Proponent’s approach and methods for addressing the traffic management requirements outlined in Part 4 of Schedule 4 [Design and Construction], including: <ul style="list-style-type: none"> i. general traffic management requirements;



Section	Title	Contents
		<ul style="list-style-type: none"> ii. traffic disruptions (Lane Closures, Stoppages, Full Closures, detour routes and Lane Shifts), including pedestrian or bike path detours; iii. traffic engineering and traffic performance criteria; iv. accommodation of transit; and v. development of a Traffic Management Plan. <ul style="list-style-type: none"> b) An overview of the Proponent’s communications strategy with respect to traffic management in accordance with the requirements of 15 [Communications and Engagement] and Part 4 of Schedule 4 [Design and Construction]. c) An overview of the Proponent’s Public Information Plan, Incident Management Plan, and Implementation Plan in accordance with the requirements of Article 1 of Part 4 of Schedule 4 [Design and Construction]. d) A sample Traffic Site staging plan, showing proposed laning, equipment movement and storage, materials transport and storage, and truck staging plans. e) A sample transit queue jump plan for buses entering a sample Traffic Site.
3.3.4	Utilities	<p>Describe the strategy that the Proponent will take in verifying, planning and carrying out the Utility relocations and/or protections required to deliver the Proponent’s proposed Design and complete the Project Work in accordance with the Definitive Project Agreement, and include:</p> <ul style="list-style-type: none"> a) A schedule of conflicts with existing utilities and the proposed treatment of each; b) An overview of the Proponent’s approach and methods for meeting the utility requirements set out in Article 8 of Part 2 of Schedule 4 [Design and Construction] and Schedule 3 [Design and Construction General Requirements] of the Definitive Project Agreement.



Section	Title	Contents
3.4 Geotechnical		
3.4.1	Geotechnical Design	<p>Describe the Proponent’s approach to geotechnical design, including drawings, and how it substantially satisfies the geotechnical design requirements of the Definitive Project Agreement. The information provided shall address Structures, embankments, and soil cuts. For each of these design components include a description of:</p> <ul style="list-style-type: none"> a) geotechnical issues, conditions, constraints, and risk related to the proposed design concept, such as global stability, local stability, bearing capacity, required fill materials, suitability of cut materials for borrow, settlement, seismic considerations, erosion vulnerability, risk to Existing Conditions, and groundwater issues, as appropriate; b) proposed methodologies to investigate, analyze and resolve geotechnical issues and concerns; c) how the design concept addresses the geotechnical characteristics of the site; d) seismic design approach, including deformation and stability of the Guideway structure and foundations, any retaining walls and embankments, soil liquefaction and lateral load-deformation response of foundations, and specifically a description of the proposed methodologies to address these; and e) related access and constructability issues, including a description of proposed methodology to resolve them.
3.5 Quality Management		
3.5.1	Quality Management System Framework	<p>Provide a description of a Quality Management Plan which would meet with the requirements of ISO 9001:2015 as well as the Quality Management System (QMS) framework which reasonably demonstrates that the QMS will satisfy the requirements of International Standards ISO 9001:2015, and the requirements stated in the Definitive Project Agreement.</p> <p>The QMS framework is to, at a minimum, include the following:</p>



Section	Title	Contents
		<ul style="list-style-type: none"> a) the Proponent’s Quality Policy and Quality Objectives; b) processes for: <ul style="list-style-type: none"> i. ensuring design quality; ii. ensuring construction quality; iii. controls to ensure conformance of all products and services; iv. continuous improvement; v. quality auditing; vi. the assessment and procurement of Subcontractors, and suppliers, and the application of QMS requirements into the activities of these external parties; and vii. QMS performance evaluation. c) an outline of how the key management activities (such as project controls, design, construction, operations, maintenance, communications, traffic management, safety and environmental) will interface with each other and with quality management; and d) a description of the process, including the timing, for how the Proponent intends to ensure its QMS complies with ISO 9001:2015 in accordance with the requirements of the Definitive Project Agreement.
<p>3.6 Environmental Management Strategy</p>		
<p>3.6.1</p>	<p>Environmental Management Strategy</p>	<p>Provide a description of the Proponent’s strategy to meet the requirements of Schedule 6 of the Definitive Project Agreement and all other environmental obligations of Project Co. This includes the establishment of an Environmental Quality Management Plan which would meet the requirements described in Schedule 7, Appendix E. This description will, at a minimum:</p> <ul style="list-style-type: none"> a) Demonstrate the Proponent’s understanding, commitment and capability to meet these requirements;



Section	Title	Contents
		<ul style="list-style-type: none"> b) Provide the key elements of the Proponent’s draft Construction Environmental Management Plan and Environmental Quality Management Plan; and c) Provide the Proponent’s strategy to comply with all environmental obligations.
3.6.2	Environmental Summary Report	Provide a brief description of any elements of the design(s) that are not addressed in Schedule 6 or that differ from the Reference Concept that will have an environmental impact. For each of the impacts so identified, 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 Project Agreement, including Schedule 6.
3.7 Cooperation with the Province, Stations Project Co, and Systems Project Co		
3.7.1	Interface Management	<i>Note – This section will be issued by Addendum</i>
3.8 Communications and Engagement		
3.8.1	Communications and Engagement Approach	<p>Provide an overview of the Proponent’s approach that demonstrates the Proponent’s understanding of and capability to meet the requirements of Schedule 15 and Schedule 4 Part 4 of the Definitive Project Agreement and all other Communications and Engagement Obligations of Project Co, including planning and execution of:</p> <ul style="list-style-type: none"> a) Construction Communications; b) Public Impact Mitigation c) Enquiry-Response Management; d) Issues Management and Crisis Communications; e) Supporting the Province in undertaking public Engagement Events and ongoing stakeholder relations; and



Section	Title	Contents
		f) Supporting the Province with media and government relations.
3.9 Indigenous Participation		
3.9.1	Indigenous Participation	<p>Provide a description of the Proponent’s approach to meeting the requirements of Schedule 12 to the Definitive Project Agreement and those sections of Schedule 6 of the Definitive Project Agreement requiring:</p> <ul style="list-style-type: none"> a) Indigenous engagement; b) Indigenous construction monitoring (environmental and cultural); c) Indigenous archaeological monitoring; and d) Indigenous business, Indigenous training, and/or Indigenous employment opportunities. <p>The description will demonstrate the Proponent’s understanding and capability in meeting the requirements of Schedule 12 and those sections of Schedule 6 concerning Indigenous requirements.</p>



Table A-7 Package 4 Content Overview

Package 4 Scored Evaluation

Package 4 is to provide information and documentation that demonstrates the scored evaluation criteria described in Section A of Appendix B of Volume 1 of this RFP. Package 4 sections are:

- 4.1 Schedule
- 4.2 Mobilization
- 4.3 Implementation
- 4.4 Municipal and Public Interfaces
- 4.5 Indigenous Participation

Package 4 of the Proponent's Proposal is to address the requirements set out in Table A-8 below. Proponents are to use the section numbers and corresponding titles shown in this table in their Proposals.



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Table A-8 Package 4 Content Requirements – Scored Evaluation

Section	Contents
4.1	Schedule
4.1.1	<i>Note – This section will be issued by Addendum</i>
4.2	Mobilization
4.2.1	<i>Note – This section will be issued by Addendum</i>
4.3	Implementation
4.3.1	<i>Note – This section will be issued by Addendum</i>
4.4	Municipal and Public Interfaces
4.4.1	<i>Note – This section will be issued by Addendum</i>
4.5	Indigenous Participation
4.5.1	<i>Note – This section will be issued by Addendum</i>



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 should submit in a Technical Supplement.

If the Proponent receives an invitation to submit a Technical Supplement in accordance with Section 3.10.3 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 3.10.3 of Volume 1 of this RFP.

The Proponent should set out in the Technical Supplement either the confirmation in form and content described in the Technical Supplement Package 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 Package Table.

If the Technical Supplement contains amendments to the Technical Submittal, the Technical Supplement should demonstrate:

- (a) 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 Project Agreement, in a manner equal to or better than did the Technical Submittal before incorporating the Technical Supplement amendments; and
- (b) 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 Definitive Project Agreement.

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 3.10.4 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 of Volume 1 of this RFP, the Province may in its discretion reject any amendments in the Technical Supplement that the Province determines in its discretion:



- (a) are not necessary to reflect the amendments, restructuring, supplements or impacts, as applicable, described in Section 3.10.4 of Volume 1 of this RFP;
- (b) have any effect beyond reflecting such amendments, restructuring, supplements or impacts; or
- (c) do 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 binding 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 phase 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 phase 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.



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Table A-9 Technical Supplement Package Table

Technical Supplement Package Table

The Technical Supplement should contain:

- a) either:
 - i. 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 3.10.3 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
 - ii. a table identifying each amendment to the Proponent's Technical Submittal by reference to the package number, the section number and corresponding title applicable to each section of the Technical Submittal 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
- b) information and documents in respect of each amendment to the Technical Submittal;
 - i. 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
 - ii. clearly and comprehensively setting out the amendment to the Technical Submittal.

4. 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 evaluated in accordance with the evaluation process described in Section A of Appendix B of Volume 1 of this RFP.

Proponents are to prepare their Financial Submittal on the basis of the Definitive Project Agreement, 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 3.10.3 of Volume 1 of this RFP then Proponents should 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.



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Table A-10 Package 5 Content Requirements

Package 5 Transmittal Package

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

5.1 Form 2/Form 3 - Financial Submittal Certificate and Declaration

One (1) duly executed original of the applicable Financial Submittal Certificate and Declaration, and accompanying copies of the Financial Submittal Certificate and Declaration, in the form set out in Form 2 or Form 3 of Volume 3 of this RFP

5.2 Form 4 – Commitment Letter

5.3 Overview table of contents for all parts of the Financial Submittal



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Table A-11 Package 6 Content Overview

Package 6 Financial

Package 6 sections are:

- 6.1 Contract Price
- 6.2 Basis of Financial Submittal
- 6.3 Financial Capacity
- 6.4 Financing
- 6.5 Financial Model
- 6.6 Strategy for the Design-Build Contractor
- 6.7 Project Insurances
- 6.8 Affordability Model
- 6.9 Workforce Requirements

Package 6 is to address the requirements set out in Table A-12 below. Proponents are to use the section numbers and corresponding titles shown in this table in their Proposals.



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Table A-12 Package 6 Content Requirements

Section No.	Title	Contents
6.1 Contract Price		
6.1.1	Contract Price Proposal	Statement of Contract Price Proposal corresponding to such value as calculated using the Affordability Model. The Price Proposal should comply with the requirements of Schedule 9 [Performance Mechanism] and 10 [Payment] of the Definitive Project Agreement and should be shown gross of any Performance Incentive Payments.
6.1.2	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 \$250 million.
6.1.3	Forms - Sensitivities	Complete Form A-1 and Form A-2 attached to this Appendix A and provide commentary to the outputs. The Province may, in its discretion, conduct additional sensitivities.
6.2 Basis of Financial Submittal		
6.2.1	Key Dates	The date to be used for the Effective Date is October 24, 2023. The Proponent shall: <ul style="list-style-type: none"> a) re-submit the Proponent’s proposed Works Schedule in accordance with Section 3.1.2 of this Appendix A, with a baseline to the version provided in the Proponent’s Technical Submittal; and b) if any changes have been made to the version of the Works Schedule provided in the Proponent’s Technical Submittal, explain at a high level the nature of the changes.



Section No.	Title	Contents
		The Province may require an updated draft summary Works Schedule from the Preferred Proponent prior to the Effective Date.
6.2.2	Currency	Confirmation that prices and costs included in the Proposal are in Canadian Dollars.
6.2.3	Price Validity	Confirmation that, except for permitted adjustments to interest rates and credit spreads, all prices and input costs remain firm and valid for a period of 120 days from the Financial Submittal Deadline.
6.2.4	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 F of Volume 1 of the RFP should 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 should 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 should submit with its Financial Submittal an update to the information submitted by the Proponent as part of the Final AIRS process.</p>
6.2.5	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 F of Volume 1 of this RFP should 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 should recalculate its Base Rate based on the</p>



Section No.	Title	Contents
		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 should submit with its Financial Submittal an update to the information submitted by the Proponent as part of the Final AIRS process.
6.2.6	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 assumptions with respect to any timing differences between the payment and/or receipt of GST amounts and the net recovery or remittance of GST amounts.
6.2.7	Payment Mechanism	Confirmation that, in preparing its Proposal, the Proponent has applied the payment mechanism as described in Schedule 10 [Payment] of the Definitive Project Agreement without modification.
6.2.8	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.
6.2.9	Limited Notice to Proceed Agreement – Cost	<p>Provide a revised completed Schedule A to Form 10 of Volume 3 of this RFP by completing the “Estimated Total Cost” column, to reflect the activities identified by the Proponent in its Technical Proposal.</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 i) land owned or controlled by the Province and ii) municipal roads, in each case 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 10 of Volume 3 of this RFP, which request will be considered by the Province in its discretion. The Preferred Proponent will be responsible to arrange for access to all other land required in order to carry out any Approved Activity under the Limited Notice to Proceed Agreement; and b) a completed Employee Request in the form and format provided by BCIB and available in folder 1800 of the Data Room for any Employees (as defined in the



Section No.	Title	Contents
		BCIB-Contractor Agreement) required for the performance of any Approved Activities at the Project Site under the Limited Notice to Proceed Agreement.
6.2.10	Labour rate	<p>Proponents should carry the current CBA annual wage and benefit increase assumptions (2% annually) through to project completion.</p> <p>It is currently anticipated that any delta between the assumed increase (2%) and the actual change in the CBA monetary terms effective in 2025 will be paid by the Province.</p>
6.2.11	Applicable Cost Component Inflation Adjustment	Section 4.2 of Schedule 10 [Payment] of the Definitive Project Agreement describes the intention to provide inflation adjustments for a portion of each Progress Payment. The Unadjusted Progress Amounts provided by Proponents in the Contract Price Proposal will combine costs that will be subject to this inflation adjustment process and costs that are inclusive of inflation.
6.3 Financial Capacity		
6.3.1	Design-Build Contractor and Design-Build Contractor Guarantors	<p>The following information in respect of the Design-Build Contractor and Design-Build Contractor Guarantor, 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 should be provided in respect of each entity comprising each consortium, joint venture or special purpose vehicle as the case may be.</p> <p>Where the Design-Build Contractor is guaranteed by a Design-Build Contractor Guarantor, provide all of the following information in respect of such Design-Build Contractor Guarantor and provide only the information items in 6.3.1 a), b) and h) 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



Section No.	Title	Contents
		<p>than as consented to by the Province in accordance with Section 5.11 of Volume 1 of this RFP;</p> <ul style="list-style-type: none"> 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.
6.4 Financing		
6.4.1	Financing Plan	A Financing Plan which demonstrates that the Proponent has arranged sufficient financing for the Project and which complies with the following:



Section No.	Title	Contents
		<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 Advance Payments, Progress Payments, Substantial Completion Payment, 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 Deficiency Holdback, Warranty Holdback or Builders’ Lien 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 3 of this RFP from each Senior Lender; 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; 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 major disabling 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 information required in Section 6.3.1 c) – h) of this Appendix A for the Senior Lender.



Section No.	Title	Contents
		<ul style="list-style-type: none"> e) If a capital market and/or bond funding solution is proposed which depends on a Credit Rating, include: <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. f) If a solution involving a financial guarantor (for example, a monoline insurer or similar entity) is proposed, include: <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 Project Agreement; and ii. evidence, in the form of detailed term sheets or in the Commitment Letters referred to in Section 6.4.2 of Table A-12 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 6.3.1 c) – h) of Table A-12 of this Appendix A for the financial guarantor. 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 h) If a solution involves a green financing, include information how this financing will be achieved and what assistance will be required from the Province.
6.4.2	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>



Section No.	Title	Contents
		<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; c) that it will have financial standing to meet the obligations under such guarantee and all terms associated with the guarantee or other support; and d) form of guarantee
6.4.3	Financial Robustness	<ul style="list-style-type: none"> a) Description of the robustness of the Proponent’s proposed financial structure including, but not limited to, details of how key risks will be managed (e.g., interest rate, schedule overruns, cost overruns, price volatility associated with construction costs without index protection, 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 Project Agreement 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; 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; and, vii. consent of surety and form of bond, if applicable.



Section No.	Title	Contents
		<ul style="list-style-type: none"> c) Provide a description and the results of any sensitivities required by the Senior Lenders.
6.5 Financial Model		
6.5.1	Financial Model and Structure	<p>A Financial Model in electronic and hard copy, consistent with the following:</p> <ul style="list-style-type: none"> a) Produced in a Microsoft Excel version compatible with the 2016 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 should be priced as described in Section 6.2.4 and 6.2.5 of this table; e) Provide a list of necessary Excel “add-ins” required to run the Financial Model; f) If any macros are used in the model, a detailed description as to how they function in the model should be provided; g) If a calculation is circular, circularities should be solved. If circularities are included, a description of where and why these occur should 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 of this RFP, the Province may, in its discretion, take any one or more of the steps described in such Section,</p>



Section No.	Title	Contents
		including correcting the Proponent's Financial Model if the Province considers that there are inconsistencies, errors or omissions in the Financial Model.
6.5.2	Required Inputs and Outputs of Financial Model	<p>The Proponent's Financial Model, at a minimum, should provide:</p> <p>Inputs:</p> <ul style="list-style-type: none"> a) capital costs (using the Cost Items set out in Schedule 10 [Payment] of the Project Agreement); 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 Advance Payments, Progress Payments, Substantial Completion Payment, Deficiency Holdback, Warranty Holdback and Builder's Lien Holdback; and g) any assumed revenue (in addition to the payments described above). <p>Outputs:</p> <ul style="list-style-type: none"> h) summary outputs; i) sources and uses of funding, with totals shown in thousands of nominal dollars; j) a schedule of payments by the Province that sets out the expected date of payment (i.e., Advance Payments, Progress Payments, Substantial Completion Payment, Deficiency Holdback Warranty Holdback and Builder's Lien Holdback) and the amount to be paid by the Province, in nominal terms;



Section No.	Title	Contents
		<ul style="list-style-type: none"> k) 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; l) financial statements (income statement, cash flow statement and balance sheet) presented in accordance with Canadian GAAP, including any relevant IFRS provisions; m) a cash flow statement that reflects the priority of access to cash flow based on the Proponent’s Financing Plan; n) financial ratios as required by Senior Lenders as appropriate to the capital structure set out in the Proponent’s Financing Plan; and o) 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.
6.5.3	Assumptions Book for Financial Model	<p>An assumptions book for the Financial Model. The assumptions book for the Financial Model should provide sufficient detail for a duplicate Financial Model to be constructed from it (if so required). It should 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 and other costing 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. <p>The assumptions book should 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 6.4 of</p>



Section No.	Title	Contents
		Volume 1 of this RFP, including requiring the Proponent to rectify either the Financial Model and/ or the assumptions book.
6.5.4	Instruction Manual for Financial Model	<p>An instruction manual, which explains the functionality of the Financial Model and how it is structured.</p> <p>The instruction manual should also provide sufficient details to allow the Province to change model inputs for the sensitivities shown in Form A-1 and Form A-2, Project sensitivities of this Appendix A and resolve the Financial Model for changes in interest rates as set out in Section 6.2.4 and Section 6.2.5 of this Package 6.</p>
6.5.5	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 6.4.1 g) of this Appendix A, the model auditor should 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>
6.5.6	Capital Costs	Populate column A for each Cost Item of Appendix 10A (Form of Statement of Progress) of Schedule 10 [Payment] of the Definitive Project Agreement. The information provided should reconcile with the Financial Model.



Section No.	Title	Contents
6.6 Strategy for the Design-Build Contractor		
6.6.1	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 should provide draft heads of agreement executed by all applicable parties for the Design-Build Contract.</p> <ul style="list-style-type: none"> a) Describe any contractual limit of liability which limit should be no less than 40% of the contract price. b) 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.
6.7 Project Insurances		
6.7.1	Project Insurances	<p>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 Project Agreement. The following details should be included in the Financial Submittal:</p> <ul style="list-style-type: none"> a) Amounts insured by type of insurance (e.g. Builder’s Risk/property coverages, liability coverages, etc.) to meet the requirements of the Definitive Project Agreement. b) Amounts insured by type of insurance (e.g. Builder’s Risk/property coverages, liability coverages, etc.) that exceed the requirements of the Definitive Project Agreement. <p>Estimated premiums for each type of insurance (excluding brokerage fees and commissions) in a) and b) above.</p>



Section No.	Title	Contents
6.8 Affordability Model		
6.8.1	Affordability Model	<p>A fully and duly completed Affordability Model in both electronic and hard copy. The electronic copy should be embedded within the Financial Model in accordance with Section 6.5.2 of Table A-12 of this Appendix A.</p> <p>The inputs that the Proponent includes in the Affordability Model should correspond to the outputs from the Financial Model.</p>
6.9 Workforce Requirements		
6.9.1	Workforce Requirements	<p>Submit Form 11 of Volume 3 of this RFP, in MS Excel format, including the Proponent's best estimate of the anticipated labour force, with approximate numbers by Job Classifications and skill-level of employees that will be required, including any specific certifications, training or qualifications required (as those capitalized terms are defined in the BCA), that will be required by Project Co and its anticipated Applicable Subcontractors (as defined in the BCA) on a month by month basis for each of the construction years to Substantial Completion.</p>



Form A-1 Project Sensitivities

Sensitivities	Change	Contract Price
Base position as per submitted Financial Model		
Pre Effective Date Sensitivities (*):		
Change in interest rates	+100 bps	
	+50 bps	
	-50bps	

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



Form A-2 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 should 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.



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APPENDIX B EVALUATION CRITERIA

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 of Volume 1 of this RFP and the Definitive Project Agreement, 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.

Technical Submittals that substantially satisfy the evaluation described above will be scored in accordance with the table below. The scored evaluation will consider Package 4 of the Technical Submittal, including supporting evidence, in response to the requirements outlined in Appendix A of Volume 1 of this RFP.

Scored Evaluation Criteria	Available Points
Schedule <i>Note – This section will be issued by Addendum</i>	20 Points
Mobilization <i>Note – This section will be issued by Addendum</i>	10 Points
Implementation <i>Note – This section will be issued by Addendum</i>	20 Points
Municipal and Public Interfaces <i>Note – This section will be issued by Addendum</i>	10 Points
Indigenous Participation <i>Note – This section will be issued by Addendum</i>	10 Points
Total Technical Submittal Points Available	70 Points



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 3.10.3 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 Project Agreement, 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 3.10.3 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

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 of Volume 1 of this RFP and the Definitive Project Agreement.

Financial Submittals that satisfy the evaluation described above will be scored in accordance with the table below:

Criteria	Available Points
Contract Price Proposal The Contract Price Proposal will be scored using the Adjusted Total Financial Submittal Score calculation described below.	30 Points
Total Financial Submittal Points Available	30 Points

Contract Price Proposal will be scored in relation to the value of the lowest Contract Price Proposal submitted by a Proponent. The lowest Contract Price Proposal will receive 30 points. Points for the higher Contract Price Proposals will be calculated based on the following formula to provide an Adjusted Total Financial Submittal Score:

$$ATFSC = 30 \text{ Points} \times (1 - ((P_{High} - P_{Low}) / P_{Low}) \times AF), \text{ where:}$$

ATFSC – Adjusted Total Financial Submittal Score

$$AF = 1 - (5 \times ((P_{High} - P_{Low}) / P_{Low}))$$

P_{High} - Higher Contract Price Proposal

P_{Low} - Lowest Contract Price Proposal

The total Technical Submittal score will then be added to the total Financial Submittal score to produce the Proponent's score.



D – 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 Project Agreement, will be ranked according to the following process.

1. Each Proposal will be examined to determine whether the requirements of this RFP and the Definitive Project Agreement have been substantially satisfied.
2. The Proposal with the highest total score (total of Technical Submittal score and Financial Submittal score) will receive the highest ranking and be designated the highest-ranked Proposal.



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APPENDIX C REQUEST FOR INFORMATION FORM

SURREY LANGLEY SKYTRAIN PROJECT: GUIDEWAY CONTRACT

Request For Information / Clarification / Meeting

Request Number:	(Proponent name and sequential number)
Raised By:	(contact name)
Date Raised:	
Date by Which Response Required:	
Type of Request (please indicate with tick boxes):	<input type="checkbox"/> Information <input type="checkbox"/> Clarification <input type="checkbox"/> Meeting

Source of Query:	
Document section and date (if applicable):	
Meeting and date (if applicable):	
Other:	

REQUEST / QUERY (One query / request per sheet):

Do you request this query to be “Commercial in Confidence”?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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APPENDIX E 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 Insurance Bonding	Category Total:
Mobilization	First Mobilization Payment Key Individual Onboarded Key Management Plans Accepted	Category Total:
Design	Design Management Interim Design Final Design	Category Total:
Guideway Gantry Crane _ Supply	Guideway Gantry Cranes _ Supply	Category Total:
Utility Work	Utility New Installation Utility Removal Utility Relocation Utility Protection	Category Total:
Roadway	Roadworks Active Transport	Category Total:
Elevated Guideway	Guideway Foundations Guideway Substructure Guideway Superstructure	Category Total:
Elevated Guideway Fit Out	Walkway & Misc Metal Machine Platform Drainage	Category Total:
System Interface Work	BC Hydro Feeders – Civil Work	Category Total:
Specific Cost Items Total		Category Total:
Total Nominal Cost		



APPENDIX F RATE SETTING PROCESS AND ADVANCE INTEREST RATE SUBMITTALS

1. Rate Setting Process

To facilitate the rate setting process, an Advance Interest Rate Submittals (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

There are three Advance Interest Rate Submittals 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 F-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-Couponing 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-couponing 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
Senior Debt Base Rate Benchmark (not swapped, based on Government of Canada benchmark bonds)	Bid-market rates for Government of Canada benchmark bonds to be provided by the Province. Interpolation (if any) to be calculated by the Proponent using a methodology agreed during the Initial AIRS process. The calculated Senior Debt Base Rate Benchmark, including the	At Effect Date: Senior Debt Base Rate Benchmark to be provided by the Preferred Proponent in accordance with a pre-agreed rate setting protocol. Proponent to source its own bid-market data. Interpolation methodology to match that



	<p>calculation methodology, will be subject to the Province’s approval.</p>	<p>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 (swapped, based on a forward swap curve)</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 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 F-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 F-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>At Effective Date:</p> <p>Swapped 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 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>
<p>Reinvestment Base Rate Benchmark</p>	<p>An approach similar to the Senior Debt Base Rate Benchmark or the</p>	<p>At Effective Date:</p>



	Swapped Senior Debt Base Rate Benchmark depending on the nature of the relevant reinvestment product.	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.
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>On the <u>Credit Spread Refresh Lock-in Date</u>:</p> <p>Proponent to provide a fully completed Appendix F-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 F-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.
- b) 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.
- c) 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.
- d) A statement of which of the Benchmarks the Proponent elects to apply to each of the designated Adjustment Credit Facilities.
- e) 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 F-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 F-1 are not suitable for the anticipated debt structure contemplated by the Proponent, then alternate security or securities for consideration by the Province.
 3. 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 F-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 F-1.
 4. Alternate security or securities may be accepted or rejected by the Province at its discretion.
 5. 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.
- f) 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 F-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.
- g) 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.
- h) 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 F-3.
 2. 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.
 3. Rationale for the suitability of the Senior Debt Credit Spread Benchmark including consideration for relevance, liquidity and diversification within the “basket”;
 4. 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 F-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 F-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 F-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 F-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.
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.

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*



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The Province expects to provide Proponents with an updated Appendix F-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 F-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

Availability Payments 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 F-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 F-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.



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APPENDIX F-1: Rate Sheet

Refer to the PDF in the RFP Data Room titled “Volume 1 Appendix F-1 Rate Sheet”.

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 F-2: Swap Term Sheet

Refer to the Excel spreadsheet in the RFP Data Room titled “Volume 1 Appendix F-2 Swap Term Sheet”.

APPENDIX F-3: Senior Debt Credit Spread Benchmark

Refer to the Excel spreadsheet in the RFP Data Room titled “Volume 1 Appendix F-3 Senior Debt Credit Spread Benchmark”.



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APPENDIX G SECURITY PACKAGE REVIEW SUBMITTALS

1. Security Package Review Process

To provide Proponents with an indication of the acceptability of their proposed security packages, Proponents may submit proposed 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.

Proponents may submit the information requested in this Appendix for the security packages at or before the Initial Security Package Review Submittal Deadline and Final Security Package Review Submittal Deadline (the Initial Security Package Review Submittal and the Final Security Package Review Submittal respectively). The Authority will review each package and expects to provide written feedback to Proponents approximately three weeks after the relevant submittal deadline. Submittal deadlines are indicated in Section 3.14 of Volume 1 of this RFP.

Proponent participation in this process is not mandatory; however, it may assist Proponents in preparing a Financial Submission that substantially meets the Province's requirements. Proponents may request a meeting with the Province 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 6.4.3 of Table A-12 in 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) in favour of Project Co, from the Design-Build Contractor Guarantor, guaranteeing the obligations of the Design-Build Contractor
- (b) first tier subcontractor performance and labour and materials bonds.

For the Base Security Package, the Province requires the specified parent company guarantees(s) and first tier subcontractor bonding. Any additional forms of security that may be provided by the Proponents,



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such as other types of instruments and additional insurance, are in addition to the Province's minimum requirements.

3. Security Packages

Proponents may submit up to three potential security packages with each submittal in addition to the Base Security Package identified above. Any security package should be robust and deliverable.

For each of the Initial Security Package Review Submittal and the Final Security Package Review Submittal, Proponents should describe how the Province's requirement for a robust and deliverable security package is being met.

Proponents should include the following, as applicable and available for each security package including the Base Security Package:

- (a) the information requested in Section 6.3.1 (c), (d), (e), (f), (g), (h) of the Appendix A for each entity providing a parent company guarantee (**Guarantor Financial Information Submission Time**);
- (b) for each parent company guarantee, a proposed draft form of parent company guarantee;
- (c) indication of the percentage of the Project work that will be self-performed by the Design-Build Contractor, and the percentage of the Project work that will be subcontracted;
- (d) indicate based on your anticipated subcontracted amount of Project work, the amount of subcontractor performance and labour & material payment bonding from first tier subcontractors to be considered as part of the Security Package Review Submittal:
 - (1) Indicate the subcontractor performance and labour and material payment bond penalty amount;
 - (2) Confirmation that the subcontractor bonding is to be provided by a surety company licensed by the federal Office of the Superintendent of Financial Institutions to offer the surety class of products in Canada and be investment grade as determined by Moody's, Standard & Poor's, Fitch, DBRS or A.M. Best ; and
 - (3) Confirmation that this minimum level and quality of bonding for first tier subcontractors will be included as a requirement during the life of the Design-Build Agreement and that a failure to meet such a minimum level of bonding would be a default giving Project Co the right, after an appropriate cure period, to terminate the Design-Build Agreement.



- (e) discuss the Proponent's approach to performance security for first tier subcontractors on the Project, in particular criteria the Proponent will use to select the subcontractor from whom bonding will not be required;
- (f) indicative term sheet from lenders (if available);
- (g) an undertaking to provide relevant types of insurance (draft policies not to be provided) and limits incremental to the requirements in Schedule 5 [Insurance Requirements] to the Initial Draft Project Agreement (as applicable);
- (h) the beneficiaries of each third-party security;
- (i) the parties whose obligations are secured by each third-party security;
- (j) the type, amount and anticipated provider of each third-party security;
- (k) all circumstances in which each third-party security may expire, be subject to termination and can be called upon;
- (l) if called upon, the purposes for which each third-party security may be used;

For security package submissions other than the Base Security Package provide the following as applicable:

- (m) for each Design-Builder bonding undertaking, consent of surety in the form of the Specimen Surety Prequalification Letter (Appendix G-1) for performance bond and labour and material payment bond, each with multiple obligee rider, and provided by a surety company licensed by the federal Office of the Superintendent of Financial Institutions to offer the surety class of products in Canada and be investment grade as determined by Moody's, Standard & Poor's, Fitch, DBRS or A.M. Best;
- (n) specimen forms of bond, including any and all riders required or anticipated; and

an estimated cost of each component of the security package including the Base Security Package, inclusive of all items contemplated.

Province Review

The Province will review each proposed security package and provide non-binding feedback in writing to each Proponent as to whether the security package is anticipated to substantially satisfy the Province's requirements.



The Province will also conduct a confidential review of the value of each security package.

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

A review by the Province and comments provided by or on behalf of the Province as part of the Security Package Review Process, and any positive or negative views, encouragement of endorsements expressed by or on behalf of the Province as part of the Security Package Review Process to anything said or provided by Proponents:

- (a) will not be binding on the Province;
- (b) may not be relied on by any Proponent;
- (c) will not be deemed to be an indication of a preference by the Province even if adopted by the Proponent; and
- (d) will not amend or waive any provision of this RFP.

4. 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 3.14 of Volume 1 of this RFP [Timetable]. Files should be in a format compatible with Adobe Acrobat, Microsoft Excel or Microsoft Word.

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

Each security package should be clearly identified as "[Proponent Name] – Base Security Package" or "[Proponent Name] - Security Package # [sequential number]." Should a 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 Final Security Package Review Submittal, Proponents should identify it with a new sequential number.

Security Package at Financial Submittal

Proponents are under no obligation to submit a security package that is identical to one of the security packages submitted under this process as part of their Financial Submittal. All security packages will be subject to the same evaluation process, regardless of whether or not they have been submitted under the Security Package Review Process.



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5. Project Agreement Changes

The Authority may make changes to the Project Agreement to reflect the security package of the Preferred Proponent.



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APPENDIX G-1

SPECIMEN SURETY PREQUALIFICATION LETTER

DATE:

NO.:

TO: HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS
REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE

in regard to

THE SURREY LANGLEY SKYTRAIN 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 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 has been 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 (\$_____), both to include Project owner in multiple obligee rider. Based on the limited information available at this time and subject to our assessment of the SURREY LANGLEY SKYTRAIN PROJECT – GUIDEWAY CONTRACT 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



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