

Request for Qualifications

Highway 1 Six- Laning and CPKC Underpass Replacement – Township of Langley

Issued September 6, 2024



Ministry of
Transportation
and Infrastructure

Summary of Key Information

RFQ Title	The title of this RFQ is: Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley Please use this title on all correspondence.
Contact Person	The Contact Person for this RFQ can be reached at: Email: Hwy1.CPKC@gov.bc.ca direct all enquiries, by email, to the Contact Person. No telephone enquiries please.
Enquiries	Respondents are encouraged to submit enquiries at an early date and prior to 15:00 local time in Vancouver BC on the day that is 10 Business Days before the Submission Time to permit consideration by the Province; The Province may, in its discretion, decide not to respond to any enquiry.
Receipt Confirmation Form	Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form attached as Appendix B.
Submission Time	11:00 local time in Vancouver BC on October 30, 2024
Submission Location	By email, to the Contact Person in accordance with Part 1 of Appendix A.

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1 Introduction

1.1 Purpose of this RFQ

This Request for Qualifications (the “**RFQ**”) is issued by His Majesty the King in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (the “**Province**”). The purpose of this RFQ is to invite interested parties to indicate their interest in, and their qualifications for, the Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley (the “**Project**”).

Through the process described in this RFQ, the Province anticipates identifying Respondents to be invited to participate in the next phase of the Competitive Selection Process, the Project Tender phase.

The purpose of the Competitive Selection Process is to identify a qualified entity (“**Contractor**”) with whom the Province may enter into a contract, as described in Section 2.2 to construct the Project over a period anticipated to begin at Contract execution in spring 2025.

This RFQ is not a tender or an offer or a request for proposals, and there is no intention by the Province to make an offer by issuing this RFQ.

If a capitalized term used in this RFQ is not defined in Section 6 of this RFQ, it will be defined in the Section of the RFQ in which it is first used.

1.2 Administration of this RFQ

Infrastructure BC Inc. (“**Infrastructure BC**”) is managing this RFQ on behalf of the Province.

1.3 Eligibility

Any interested party, or parties, capable of entering into the Contract to construct the Project may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships, or other form of legal entity.

If the Respondent is not a legal entity, the Respondent will act through the legal entity or entities comprising the Respondent.

1.4 Background

The Fraser Valley Highway 1 (“**FVH1**”) Corridor Improvement Program is improving safety, reliability and capacity between 216th Street in Township of Langley, BC through



to Chilliwack, BC. Highway improvements are intended to meet the needs of a growing region, improve travel and transit services for people in the Fraser Valley and facilitate efficient goods movement. Phase 2 of the FVH1 Corridor Improvement Program is comprised of 10 km of improvements from 216th Street to 264th Street.

Public information relating to the FVH1 Corridor Improvement Program is available at the website:

gov.bc.ca/fraser-valley-highway1

1.5 Project Summary

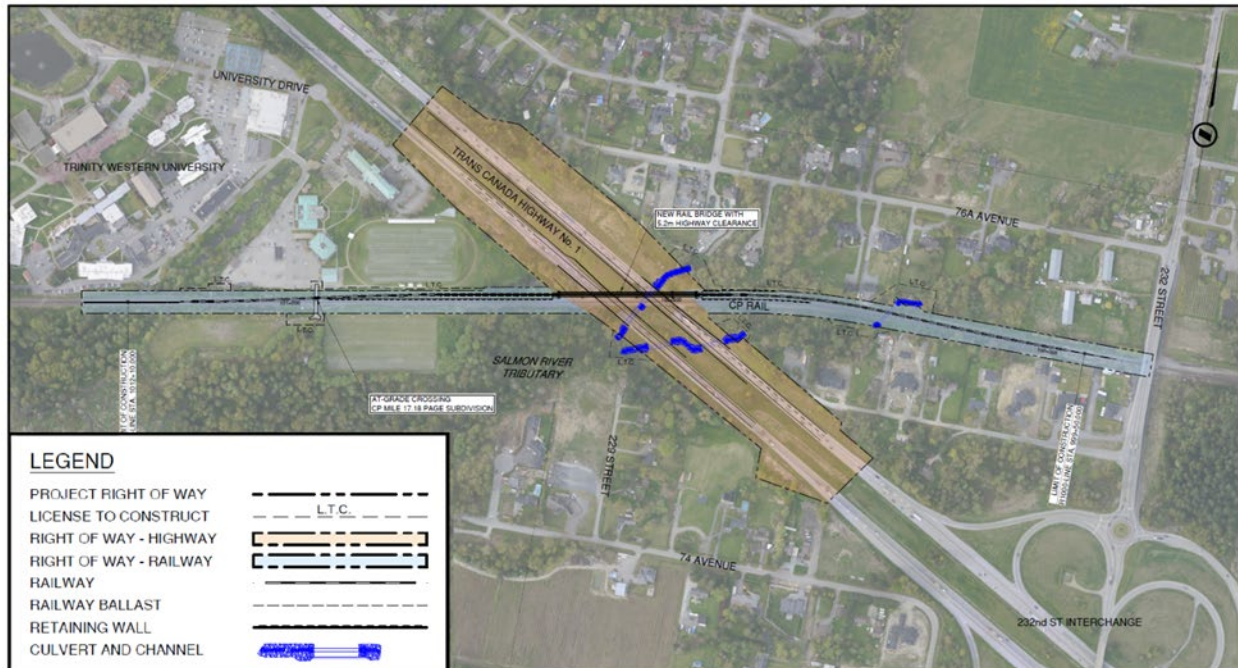
The Project will widen a portion of Highway 1 in the Township of Langley between 216th Street interchange and 232nd Street interchange. The replacement of the existing Highway 1 underpass carrying the Canadian Pacific Kansas City (“CPKC”) rail line is required for the purposes of widening Highway 1 from 4 to 6 lanes. The existing Highway 1 underpass is located approximately 2.8 km southeast of the 216th Street interchange. Figure 1 shows an aerial view of the existing Highway 1 underpass.

Figure 1 – EXISTING HIGHWAY 1 UNDERPASS



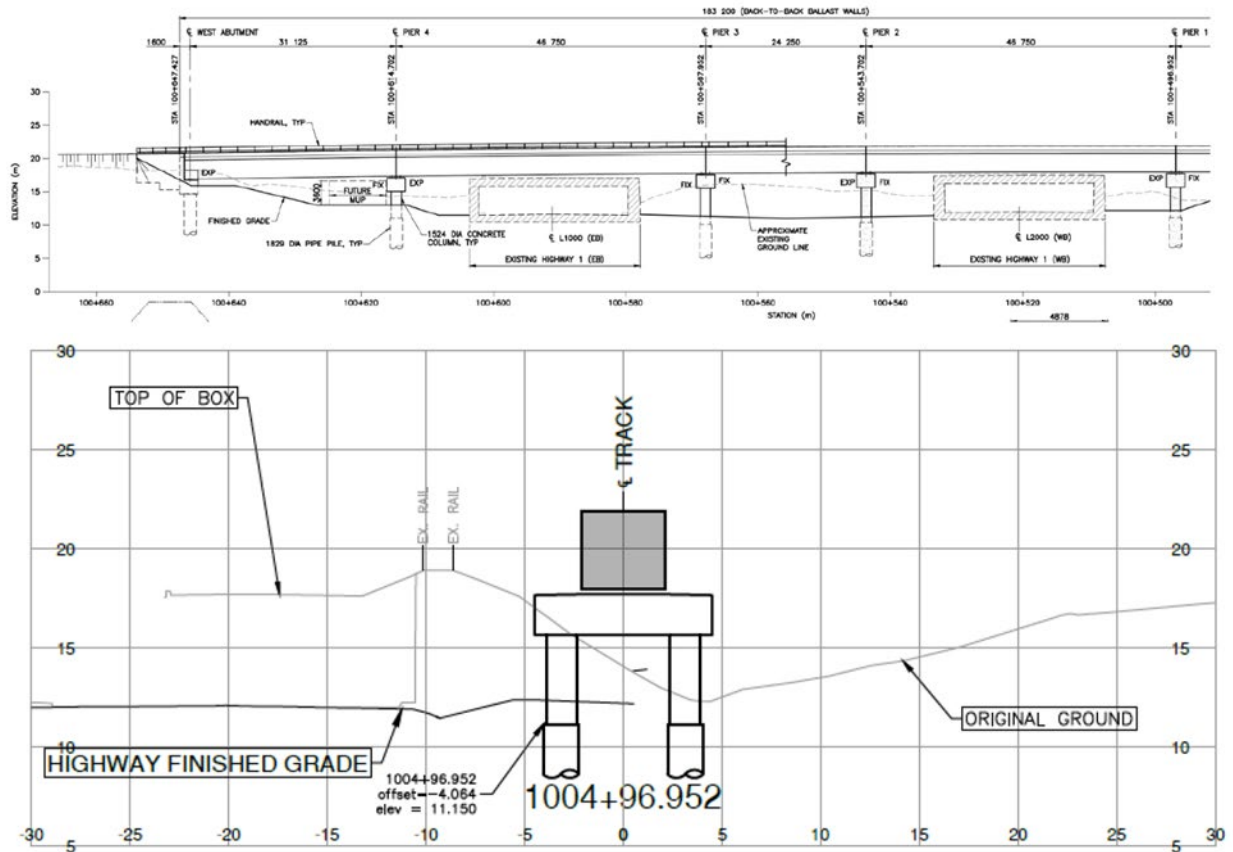
The Project includes the construction of a new rail bridge across Highway 1, removal of the existing underpass (concrete box structures), and 1 km of widening Highway 1 from 4 to 6 lanes. Figure 2 (also attached as Appendix F) shows the approximate extents of the Project and location of the new rail bridge realigned over Highway 1.

FIGURE 2 – PROJECT EXTENTS



The realigned rail bridge will be constructed as a 5-span, 160m long structure across Highway 1 with sufficient highway clearance. Figure 3 (also attached as Appendix G) shows the new bridge structure profile, cross-section, and proximity of the existing underpass (concrete box structures) to be removed.

FIGURE 3 – PROFILE AND CROSS-SECTION



The project scope will require site coordination with the railway company (CPKC), as the railway company will self-perform components of the rail construction required to transfer train traffic to the new rail alignment prior to the removal of the existing underpass structure and highway widening. The railway company is responsible to supply and implement the following inter-dependent works:

- Removal and replacement of an at-grade rail crossing (CP Mile 17.18 shown in Figure 2);
- Ballast, ties and rail for new rail alignment; and
- Removal of rail steel and ties across the existing underpass structure.

Construction will need to consider several site constraints, such as, but not limited to, the average annual daily traffic volume in this highway section is approximately 80,000



vehicles per day. In addition, the active rail line carries approximately 10 – 15 trains per day. There will be concurrent highway improvement works immediately adjacent to this site such as active work areas at both western and eastern project limits along Highway 1 requiring coordination with other highway contractors (such as use of median space for traffic detours).

1.6 General Description of Anticipated Work

A summary of significant components of the anticipated construction scope is set out in Table 1. This should not be considered an exhaustive list.

TABLE 1 – SUMMARY OF ANTICIPATED CONSTRUCTION SCOPE

Anticipated Construction Scope
<ul style="list-style-type: none"> • Construction of a new rail bridge with a 160m long 5-span structure across Highway 1; • Working adjacent to an active rail line and highway corridor and coordinating with railway companies; • Preload of new rail embankment; • Demolition and removal of the existing Highway 1 underpass (concrete box structures); • Construction of 1.0 km of Highway 1 widening from 4 to 6 lanes; • Construction of temporary and permanent wall structures (such as mechanically stabilized earth and sheet pile walls); • Construction in sensitive soils (such as silt and clay); • Excavation of soil, including materials management; • Protection of existing utilities, including BC Hydro transmission and distribution lines, and Telus fibre optic lines; • Maintenance of the site to specified standards during construction (including pavement, structures, drainage, etc.); • Development and execution of traffic management plans on an urban highway corridor with high-volume traffic;

- Temporary and permanent drainage and instream works including concrete box culverts and custom headwalls;
- Construction in sensitive environmental areas (including fish bearing streams);
- Adherence to quality, health and safety, communications, environmental, and archaeological requirements; and
- Adherence to the requirements of any Province-obtained permits, approvals, and authorizations, including regulations that govern works in and around railways.

1.7 Further Information

To receive any further information in connection with this RFQ, as per Section 3.5, Respondents are required to have fully completed, signed and returned the Receipt Confirmation Form, attached as Appendix B of this RFQ, to the Contact Person.

1.8 Third Party Interface

The Contractor's obligations in respect of third parties affected by or having jurisdiction in relation to Project activities will be clarified in the Project Tender Package. It is anticipated that third parties may include First Nations, environmental regulators, utility companies, municipalities, CPKC, and adjacent highway contractors.

1.9 Insurance Required for Project Tender

The Province anticipates the Project Tender Package will require the contractor to obtain, at a minimum, the following insurance:

- The Contractor will comply with the insurance requirements as described in Insurance Specifications – Major Works Contracts – INS-152, Part 1 and Part 2, except the coverage limits for Part 2 will be the total cost of the of the new underpass plus an additional amount for repairing of the existing structure.
- The coverage under Clause 3 - Third Party Liability Insurance will be increased to inclusive limits and in the annual aggregate of not less than \$10,000,000.
- Special provision clauses:
 - The deductibles section under INS-152, Part 1, Clause 3 – Third Party Liability Insurance will be replaced with:



- A deductible will be allowed for any one accident or per occurrence for up to \$5,000.00 or one percent (1%) of the contract amount, whichever is greater. Payment of any deductible will be the responsibility of the Contractor.
 - Remove INS-152, Part 1, Clause 3 wording: A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED.
 - The deductibles for Part 2 are replaced with:
 - DEDUCTIBLES PER OCCURRENCE
 - Flood - \$100,000.00 Maximum.
 - Earthquake – up to ten percent (10%) of actual value at time of loss, maximum of \$250,000.00
 - NOTE: In the event of an insured earthquake loss occurring, the earthquake insurance policy deductible will be shared between the Contractor and the Ministry on the following basis:
 - The first \$25,000 of the deductible is payable by the Contractor;
 - The remaining portion, up to but not exceeding the maximum deductible for earthquake losses shown above, will be payable by the Ministry.
 - Should the Contractor carry a higher deductible over the \$250,000, then the difference will be the sole responsibility of the Contractor.
 - All other losses up to \$5,000.00 or one percent (1%) of the Contract amount, whichever is greater.
 - The payment of any deductible will be the responsibility of the Contractor except for earthquake which will be shared as stated above.
- The following and any of their employees, servants or agents will be added to the liability policy as additional insureds:

- Canadian Pacific Kansas City Railway;
- BC Hydro;
- Telus Communications;
- Rogers; and
- Township of Langley.

1.10 Work by the Province

The Province anticipates delivering the work outlined in this Section. Further details will be described in the Project Tender Package.

1.10.1 Environmental Permitting

The Contractor will be required to abide by the stipulations of the Province obtained permits, including permits obtained under the *Water Sustainability Act* and from Fisheries and Oceans Canada. Additional Environmental permitting requirements will be described in the Project Tender Package at time of Project Tender.

1.11 Utilities

The Province anticipates the Contractor's scope will include minor municipal utilities work. Further details will be described in the Project Tender Package.

1.12 Communications and Engagement

The Tender documents will require that the successful bidder will have responsibilities for traffic management communications, community relations, engagement and media relations will be as follows:

- a) The Contractor will have primary responsibility for developing comprehensive traffic management and communications programs that will provide the public and stakeholders with regular, timely, and reliable information regarding pre-approved traffic delays, closures, and detours during construction; and
- b) The Contractor will provide support for community relations activities, public and stakeholder engagement and media relations developed and implemented by the Province.

1.13 First Nations

The Contractor may be required to provide training, employment, and contract opportunities to First Nations. Further details will be described in the Project Tender Package.



2 Competitive Selection Process

This section describes the Competitive Selection Process the Province expects to implement in selecting the Contractor. The anticipated Competitive Selection Process includes an RFQ phase and a Project Tender phase.

2.1 RFQ Phase

The Province anticipates that it will select a shortlist of Respondents to be Bidders. The shortlist is intended to include those Respondents who have successfully demonstrated to the satisfaction of the Province that they meet the minimum requirements to be qualified based on the criteria described in this RFQ. All qualified Respondents will be on the shortlist. The Province anticipates that it will issue the Project Tender to that shortlist only, from which the Contractor may be selected in accordance with the terms of the Project Tender.

2.2 Project Tender Phase

The Province's objective at the Project Tender is to select the Contractor in accordance with the terms of the Project Tender. The Province intends to utilize its standard invitation to tender process issued through BC Bid.

If the Province delivers an award letter to a Bidder, that Bidder, as part of the Project Tender process, will be required to enter into a Ministry of Transportation and Infrastructure Major Works Contract for design-bid-build projects ("the **Contract**") and will be required to carry out all obligations of the Contractor. A sample Contract, with accompanying sample terms and conditions, is available at:

[MAJOR WORKS GENERAL CONDITIONS \(gov.bc.ca\)](http://gov.bc.ca)

2.3 Compensation for Participation in the Competitive Selection Process

The Province will not provide any compensation to Respondents for participating in the RFQ or to Bidders for participating in the Project Tender.

2.4 Competitive Selection Process Timeline

The current anticipated timeline for the RFQ and Project Tender milestones is set out in Table 2.

TABLE 2 – ANTICIPATED TIMELINE

Activity	Timeline
RFQ Issue Date	September 6, 2024
Introductory Project Meeting	September 18, 2024
RFQ Submission Time	October 30, 2024
Announce Shortlisted Respondents	December 2024
Issue Project Tender	January 2025
Contract Award	April 2025

All dates in the above timeline are subject to change at the discretion of the Province.

2.5 Introductory Project Meeting

The Province intends to hold a virtual introductory meeting to introduce the Project and the Competitive Selection Process. Respondents wishing to attend should complete and submit a Receipt Confirmation Form to receive further details about the meeting. Participation is not mandatory, and minutes will not be prepared. However, the Province anticipates sharing presentation materials with Respondents. No information from the meeting may be relied upon unless set out in an Addendum or a response to an enquiry under Section 3.6 of this RFQ.

3 Submission and Process Instructions

3.1 Submission Time and Delivery Address

Responses are to be addressed to the attention of the Contact Person and must be received at the Submission Location before the Submission Time, as stated in the Summary of Key Information.

3.2 Language of Qualification Responses and Enquiries

Responses and all enquiries are to be written in English. Any portion of a Response not in English may not be evaluated, and any enquiry not in English may not be considered.

3.3 Response Form and Content

Responses should follow the outline and form described in Appendix A.

The content of the Response should include information in respect of each of the matters to be considered and addressed, as described in the Content Requirements column of Table A-3 of Appendix A, that is sufficiently comprehensive and responsive to enable the Province to apply the Evaluation Criteria.

3.4 Complete RFQ

Respondents are solely responsible to ensure they have received and clearly understood the complete RFQ, including all Addenda, and have delivered their Responses on that basis.

3.5 Receipt Confirmation

Other than Addenda, which will be posted to BC Bid, any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form in the form attached as Appendix B. This form is to be completed, executed, and delivered to the Contact Person.

3.6 Communication and Enquiries

The Province intends to communicate solely with the Respondent Representative and may disregard communications from other persons on behalf of the Respondent during the Competitive Selection Process.

All communications and enquiries regarding any aspect of this RFQ, including any request for information (“Request for Information” or “RFI”), should be directed to the

Contact Person by email and clearly marked “Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley RFQ Enquiry.” Respondents are encouraged to submit RFIs using the Request for Information Form (Appendix E).

The following will apply to any RFI:

- (a) any Response to Respondents (“RTR”) will be in writing;
- (b) RFIs to, and responses from, the Contact Person will be recorded;
- (c) a Respondent may request that a response to an RFI be kept confidential if the Respondent considers the RFI to be commercially sensitive and clearly marks the RFI as “Commercial in Confidence.” If the Province decides that such an RFI should be distributed to all Respondents, then the Province will permit the enquirer to withdraw the RFI rather than receive a response;
- (d) notwithstanding Section 3.6 (c) of this RFQ, any RFI and response may, at the Province’s discretion, be distributed to all Respondents, if the Province at its discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process. The Province may keep either or both the RFI and response confidential if, in the judgment of the Province, it is fair or appropriate to do so;
- (e) and
- (f) the Province is not required to provide a response to any RFI.

Information offered to Respondents in respect of this RFQ from sources other than the Contact Person is not official, may be inaccurate, and should not be relied on in any way by any person for any purpose.

3.7 No Communication with Media or the Public

Respondents are not to communicate, including by media releases, interviews, web or social media postings, including their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and all other persons associated with any of them, do not communicate, in respect of any part or parts of the Project, or the RFQ, with the media or the public unless the prior written consent of the Province is obtained.

Respondents are to promptly notify the Province of any requests for interviews or other requests from media in connection with the Project received by the Respondent or any



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

Respondents are to ensure that all of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives, and agents involved in the Project, and all other persons associated with any of them in connection with the Project, are informed of and observe the provisions of this RFQ.

3.8 Delivery and Receipt of Communications, Addenda, and Other Documents

The Province does not assume any risk, responsibility, or liability whatsoever and makes no guarantee, warranty, or representation whatsoever, including as to:

- a) the timeliness, completeness, effectiveness, or condition upon delivery or receipt of any communication, enquiry, response, information, or other documentation, including this RFQ, any and all Addenda, any RFI or RTR, and any Responses or Revisions, from, to or by any person including any Respondent or the Province, whether delivered by email, hand, or courier; and
- b) the working order, functioning, or malfunctioning or capacity of any electronic email or information system or medium.

All email communications or delivery of documents relating to this RFQ will be considered for all purposes to have been received by the Province on the dates and at the times indicated on the Province's electronic equipment.

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

3.9 Addenda to RFQ

The Province may, at its discretion, through the Contact Person amend or clarify the terms or contents of this RFQ, including the Submission Time, at any time by Addendum issued through the Contact Person and on BC Bid. Addenda are the only means of amending this RFQ, and no other form of communication, whether written or

oral, including written responses to enquiries and RTRs, are included in or form part of or in any way amend this RFQ.

3.10 Definitive Record

The electronic conformed version of the RFQ in the custody and control of the Province prevails.

3.11 Revisions to Responses

A Respondent may amend or withdraw its Response at any time prior to the Submission Time by delivering written notice to the Contact Person at the Submission Location.

4 Evaluation

4.1 Evaluation

The evaluation of Responses will be conducted by the Province 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, Infrastructure BC, and other government agencies and private sector advisors and consultants.

4.2 Evaluation Criteria

The Province will evaluate Responses by application of the Evaluation Criteria as outlined in Appendix A.

4.3 Evaluation and Selection Process

As part of the evaluation and the Competitive Selection Process, the Province at its discretion may:

- (a) conduct reference, credit, or other checks with any or all of the references and other sources cited in a Response;
- (b) in confidence, obtain and rely upon technical, financial, legal, and other input, advice, and direction from government and private sector advisors and consultants provided in carrying out any Response evaluations and related activities, enquiries, reviews, and checks;
- (c) independently verify any information regarding a Respondent, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives, or agents, whether or not contained in any Response;
- (d) conduct any background investigations it considers necessary or desirable in the course of the Competitive Selection Process;
- (e) seek clarification, rectification, or more complete, supplementary or additional information or documentation from any Respondent, including in connection with any Response, any Respondent, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents;

- (f) rely upon, consider, or disregard any irrelevant or relevant information and documentation, including any clarification, rectification or more complete, supplementary, or additional information or documentation, as the case may be, contemplated in Sections 4.3(a), (e) or otherwise obtained from any other source the Province at its discretion considers appropriate; or
- (g) include in the evaluation of any Response consideration of any supplementary or additional documents and information submitted pursuant to this RFQ and advice and input from the Province's internal and external government and private sector advisors and consultants.

Without limiting any other provision of this RFQ, the Province, at its discretion, may at any time decline to evaluate or cease evaluation of any Response for any reason considered appropriate by the Province, including:

- h) considers a Response to be incomplete;
- i) after reviewing the information submitted in the Response relating to the requirements set out in Table A-3 of Appendix A, the Province considers that the information submitted is insufficient to demonstrate to the satisfaction of the Province, that the Respondent has the financial capacity to fulfill its obligations in respect of the Project; or
- j) the Province considers the Respondent or Response, as compared to all the Respondents and Responses, is not in contention to be shortlisted.

The Province, at its discretion, may disregard any experience, capacity, or other information contained in any Response that is not verifiable to the satisfaction of the Province, or that otherwise is not responsive to any provision of this RFQ.

4.4 Debriefing

The Province may, at its discretion and upon written request within 30 days after notification to a Respondent of the results of its Response evaluation, conduct a debriefing for Respondents. The debriefing may include discussing the strengths, weaknesses, and score of that Respondent's Response. The Province will not disclose or discuss any confidential information of another Respondent.

5 RFQ Terms and Conditions

5.1 No Obligation to Proceed

This RFQ does not commit the Province in any way to proceed to the Project Tender or award a contract. The Province reserves the complete right to, at any time, reject all Responses and to terminate the RFQ and proceed with the Project in some other manner as the Province may decide in its discretion.

5.2 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of, or under the control of, the Province are subject to the *Freedom of Information and Protection of Privacy Act* (“**FOIPPA**”) and other applicable legislation.

By submitting a Response, the Respondent represents and warrants to the Province that the Respondent has complied with all applicable laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such person and to the submission of such information to the Province for the purposes of or in connection with this RFQ.

Except as expressly stated in this RFQ and subject to FOIPPA and other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential.

By submitting a Response, a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as Appendix B to this RFQ.

5.3 Cost of Preparing the Response

Each Respondent is solely responsible for all costs and expenses incurred in preparing its Response, including without limitation all costs of providing information requested by the Province, attending meetings, and conducting due diligence.

5.4 Reservation of Rights

The Province, reserves the right, at its discretion, to exercise any or all of the following rights:

- (a) modify, replace, substitute, postpone, extend, cancel, or suspend, temporarily or otherwise, the RFQ process or any or all phases of the Competitive Selection Process;

- (b) re-issue this RFQ or any request for qualifications, or issue or implement any other selection process for or take any steps or actions to procure the delivery of the same or similar Project or any part or parts of the works comprising the Project, including entering into negotiations with any person;
- (c) amend any part of this RFQ, including the scope or any other part of the Project, the dates, schedules, timelines, Submission Location, Submission Time, Competitive Selection Process or any other provision or provisions of this RFQ;
- (d) consider, evaluate, accept, not accept, not consider, not evaluate, or discontinue evaluation of any Response;
- (e) notify any Respondent that it is or has become ineligible to participate in or continue participating in the RFQ phase or any other part of the Competitive Selection Process;
- (f) disregard any defect, deficiency, or irregularity, including any alteration, qualification, omission, error, inaccuracy, misstatement, non-compliance, or non-conformity including as to form, content, timeliness of submission or other defect, deficiency, or irregularity in a Response, and consider and evaluate that Response, including any more complete, supplementary, and additional information or documentation received from the Respondent;
- (g) not consider or evaluate any or all Responses; and
- (h) at any time and for any reason or reasons the Province, at its discretion, considers appropriate and to be solely in the best interests of the Province or the Competitive Selection Process.

Without limiting any other provision of this RFQ, none of the Province, Infrastructure BC, BCTFA, the Fairness Reviewer, the Conflict of Interest Adjudicator (“**COI Adjudicator**”) or any of their respective elected officials, directors, officers, employees, servants, representatives, agents, consultants and advisors have any responsibility, obligation or liability whatsoever, in contract, tort or otherwise, for Claims, reimbursement, costs, expenses, damages or losses, including loss of profits or loss of opportunity, incurred or suffered in any way by any Respondent, or by any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other persons associated with any of them, or by any prospective Respondent or any other person in connection with, relating to or arising from any or all Responses, the Restricted Parties list (as described in Section 5.11.2 of this RFQ), 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, any RFI, response to enquiries or RTR or failure to provide any response to enquiries or RTR (in a timely manner or at all), this RFQ including any of the matters described in Section 4.3 and this Section 5.4 of this RFQ, or any departure (fundamental or otherwise) from the provisions of this RFQ.

5.5 Ownership of Response

All Responses submitted to the Province will become the property of the Province and, subject to FOIPPA and the terms of this RFQ, will be held in confidence by the Province.

5.6 Disclosure and Transparency

The Province expects to publicly disclose the following information during the RFQ phase of the Competitive Selection Process: this RFQ, the number of Respondents, and the names of the Bidders.

The disclosure to the public of any information generated in relation to the Project or the RFQ, including through communications with the media and the public, is to be coordinated with and is subject to the prior approval of the Province.

Respondents are to promptly notify the Province of any requests for interviews or other requests from media in connection with the Project received by the Respondent, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives, and agents, or any other persons associated with any of them.

5.7 No Communication or Collusion

Respondents, and any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other persons associated with them, are not to discuss or communicate, directly or indirectly, with other Respondents or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, agents or representatives, or any other persons associated with any of them, regarding the preparation, content or submission of their Responses or any other aspect of the RFQ process.

Each Respondent is to ensure that its Response has been prepared and submitted without collusion or fraud and in fair competition with other Respondents.

5.8 No Lobbying

Respondents are to ensure that they and their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and any other persons associated with any of them, do not communicate or attempt to communicate directly or indirectly with the Province (including any elected official), Infrastructure BC, BCTFA, any Restricted Party, or any directors, officers, employees, consultants, advisors, representatives or agents of any of them, in relation to the Project, or this RFQ, except as expressly directed or permitted by the Province.

5.9 Changes to Respondents

The Province intends to issue the Project Tender only to Respondents that have been shortlisted under this RFQ.

If for any reason after the Submission Time 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 Respondent, then the Respondent will submit a written application to the Province for approval.

The Respondent will include in such written request a comprehensive description of the change, the reason for the change and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualifications and abilities of the persons involved in the change, to enable the Province to consider at its discretion whether the change, if consented to by the Province, will result in a change to the Respondents suitability, knowledge, skills, resources, experience, qualifications such that the Respondent would no longer meet the minimum requirements to be qualified based on the criteria described in this RFQ. The Respondent will provide such further information and documentation as the Province may request.

The Province at its discretion may, by written notice, consent or decline to consent to any change. Any consent of the Province may be on and subject to such terms and conditions as the Province at its discretion may consider appropriate.

5.10 Relationship Disclosure and Review Process

The Province reserves the right to disqualify, at its discretion, any Respondent, 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, or may permit the Respondent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise, as required by the Province.

Each Respondent is to fully disclose all relationships that it may have with the Province, or any agency, authority, board, tribunal, commission or department of the Province, Infrastructure BC, any Restricted Party, or any other person providing advice or services to the Province with respect to the Project:

- a) by submission of a completed and executed Relationship Disclosure Form with the Respondent's Response; and
- b) thereafter during the RFQ process, by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

In addition, each Respondent is to fully disclose in the Relationship Disclosure Form or thereafter by written notice all relationships of which it is aware between any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, or any other persons associated with any of them, with the Province, or any agency, authority, board, tribunal, commission or department of the Province, Infrastructure BC, any Restricted Party or any other person providing advice or services to the Province with respect to the Project, that constitutes an actual or perceived conflict of interest or unfair advantage or has the potential for creating an actual or perceived conflict of interest or unfair advantage.

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

5.11 Relationships

5.11.1 Use or Inclusion of Restricted Parties

The Province may, at its discretion disqualify any Respondent, or may permit a Respondent 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 Respondent, 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 Respondent, 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 Respondent respecting the Respondents participation in the RFQ process; or
- b) or as an employee, advisor or consultant to the Respondent.

Each Respondent is responsible to ensure that, in connection with the Respondent's participation in the RFQ process, 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 except as permitted by this Section 5.11.

5.11.2 Restricted Parties

As at the date of issue of this RFQ, the Province has identified the following as Restricted Parties, including their former and current employees who fall within the definition of Restricted Party:

- (a) Boughton Law Corporation;
- (b) R.F. Binnie and Associates;
- (c) Charter PDI Inc.;
- (d) Neon Ltd.;
- (e) WSP Global Inc.;
- (f) Ross Gilmour;
- (g) Basis Engineering Ltd.;
- (h) Al Knight;
- (i) Iterum Law Corporation;
- (j) Stites Consulting Inc.; and
- (k) The Province, BCTFA, Infrastructure BC, TI Corp and BCIB including their former and current employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties. The Province may identify additional Restricted Parties, including by being added to the list during the RFQ phase.

5.11.3 Shared Use

A Shared Use Person is a person identified by the Province as eligible to enter into arrangements with any and all Respondents but may not enter into exclusive arrangements with any Respondent. Shared Use Persons include persons who have unique or specialized information or skills such that the Province considers at its discretion their availability to all Respondents to be desirable in the interests of the RFQ process.

No Shared Use Persons have been identified for the Project, however, the Province may from time to time identify one or more persons to the list of Shared Use Person.

5.11.4 Conflict of Interest Adjudicator

Boughton Law Corporate acting, principally, through the services of Doug Hopkins has been appointed as COI Adjudicator to make decisions on conflicts of interest and unfair advantage and other relationships, including whether any person is a Restricted Party.

The COI Adjudicator and the Province may make decisions or exercise rights under this Section 5.11.4 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 5.11.4 will apply with such modifications as the Province or the COI Adjudicator may consider necessary. The Province or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time.

There is no requirement for all issues to be referred to the COI Adjudicator.

5.11.4.1 Request for Advance Rulings

A Respondent or a current or prospective advisor or consultant to a Respondent 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 in accordance with this Section 5.11.4.1.

To request an advance ruling, a Respondent or a current or prospective advisor or consultant to a Respondent should submit to the Contact Person by email, not less than 10 business days prior to providing a Response, all relevant information and documentation, including:

- a) names and contact information of the Respondent 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 detailed 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 submissions regarding the issues raised to the COI Adjudicator.

Subject to Section 5.2 of this RFQ, all requests for advance rulings will be treated in confidence. If any person, including any Respondent or advisor or consultant, becomes a Restricted Party, it may be listed in an Addendum to this RFQ or in subsequent procurement documents as a Restricted Party.

5.11.4.2 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 potential conflict, 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 Respondent and may give notice to the possible Restricted Party so that it may make its own submissions into the issues raised to the COI Adjudicator.

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Province may require that the Respondent make an application under Section 5.11.4.2.

5.11.4.3 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 Respondents and the Province. The Province or the COI Adjudicator, as applicable, has discretion to

establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.

5.11.5 Exclusivity

Unless permitted by the Province, at its discretion, or permitted as a Shared Use Person, each Respondent will ensure that none of its entities participates as a member of any other Respondent.

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

A Respondent 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 Respondent should submit to the Contact Person, not less than ten (10) Business Days prior to the Submission Time by email, the following information:

- a) names and contact information of the Respondent 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 RFQ 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 RFQ process.

5.11.5.1 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 Respondent so that it may make its own response to the COI Adjudicator.

The onus is on the Respondent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Province may require that the Respondent make an application under Section 5.11.5 of this RFQ.

5.11.5.2 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 Respondents and the Province. 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 Respondents if the Province, in its discretion, determines that the decision is of general application.

5.12 Fairness Reviewer

The Province has appointed Jane Shackell, KC. of Iterum Law Corporation, as the Fairness Reviewer to monitor the RFQ process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the RFQ process. Upon completion of the RFQ phase, the Fairness Reviewer will provide a written report at the end of the RFQ phase, and it will be publicly disclosed.

The Fairness Reviewer will be:

- a) provided full access to all documents, meetings and information related to the process under this RFQ which the Fairness Reviewer, at its discretion, decides is required; and
- b) kept fully informed by the Province of all documents and activities associated with this RFQ.

Respondents may contact the Fairness Reviewer directly with regard to concerns about the fairness of the RFQ process.

5.13 No Representation for Accuracy of Information

None of the Province, BCTFA, Infrastructure BC or any of their respective representatives, agents, consultants or advisors makes any representation or warranty, or has any liability or responsibility whatsoever, with respect to the accuracy, reliability, sufficiency, relevance or completeness of any of the information set out in this RFQ or its appendices (as amended from time to time) or in any other background or reference information or documents made available to Respondents pursuant to or in connection with this RFQ.

Responses are to be prepared and submitted solely on the basis of information independently obtained and verified by each Respondent, and on the basis of the Respondent's independent investigations, examinations, knowledge, analysis, interpretation, information, and judgment, rather than in reliance on information provided in, pursuant to or in connection with this RFQ or on the Respondent's analysis or interpretation of any such information.

Nothing in this RFQ or otherwise relieves Respondents from responsibility for undertaking their own investigations and examinations and developing their own analysis, interpretations, opinions, and conclusions with respect to the matters set out or referred to in this RFQ and the preparation and delivery of their Responses.

6 Definitions and Interpretation

In this RFQ the following terms have the meanings set out as corresponding to those terms:

“**Addenda**” or “Addendum” means each amendment to this RFQ issued as described in Section 3.9 of this RFQ.

“**Affiliated Persons**” or affiliated person, or persons affiliated with each other, are:

- a) a corporation and
 1. a person by whom the corporation is controlled,
 2. each member of an affiliated group of persons by which the corporation is controlled, and
 3. a spouse or common-law partner of a person described in subparagraph (1) or (2) or (b);
- b) two corporations, if
 1. 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,
 2. 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
 3. 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

1. the same person is a majority interest partner of both partnerships,
2. a majority interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or
3. 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

1. is a majority interest beneficiary of the trust, or
2. 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

1. a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,
2. 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
3. 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.

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

“**Bidder**” means the qualified entities who have been issued an invitation to the Project Tender.

“**Claims**” includes any claims, actions, proceedings, causes of action, suits, debts, dues, accounts, bonds, warranties, claims over, indemnities, covenants, contracts,

losses (including indirect 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.

“Competitive Selection Process” means the overall process for the selection of the Contractor for the Project including, but not limited to, this RFQ and Project Tender.

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** has the meaning set out in Section 5.11.4.

“Contact Person” means the Contact Person as set out in the Summary of Key Information.

“Contract” means the written contract for construction services for the Project, to be executed by the Contractor and by the Province as defined in Section 2.2.

“Contractor” means the Bidder that is awarded the Contract through the Project Tender.

“Evaluation Criteria” means the Evaluation Criteria described in Appendix A.

“Fairness Reviewer” means the Fairness Reviewer described in Section 5.12 of this RFQ.

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

“Infrastructure BC” means Infrastructure BC Inc.

“Project” means the construction of the Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley in accordance with the drawings and specifications in the Project Tender Package.

“Project Experience Nominated Projects” means those projects that a Respondent includes in its Response to demonstrate the strength and relevance of its experience and capabilities as related to the Evaluation Criteria.

“Project Tender” means the second phase in the Competitive Selection Process that will be utilized to identify the successful Bidder that will be awarded the Contract. .

“Project Tender Package” or **“Tender Document Package”** means the solicitation package containing project drawings, specifications and other contractual information that will be issued to the shortlist of qualified entities.

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

“Receipt Confirmation Form” means the form substantially as attached as Appendix B.

“Response Declaration Form” means the form substantially as attached as Appendix D.

“Relationship Disclosure Form” means the form substantially as attached as Appendix C.

“Response” means the formal response to this RFQ by a Respondent.

“Request for Information” or **“RFI”** means a request for information as described in Section 3.6 of this RFQ.

“Request for Information Form” means the form set out in Appendix E of this RFQ.

“Respondent” means:

- a) before the Submission Time, any party described in Section 1.3 of this RFQ that has signed and submitted a Receipt Confirmation Form confirming an intention to submit a Response; and
- b) after the Submission Time, any party described in Section 1.3 of this RFQ that has submitted a Response.

“Respondent Representative” mean the person, identified in the Receipt Confirmation Form who is fully authorized to represent the Respondent in any and all matters related to its Response.



“Responses to Respondents” or “RTRs” means the documents entitled “Response to Respondents” and issued by the Province through the Contact Person to respond to enquiries or RFIs or otherwise to provide any information, communication, or clarification to Respondents or any of them, and “Response to Respondents” or “RTR” means any one of such documents.

“Restricted Party” means those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the RFQ process and who may have or may provide a material unfair advantage, including without limitation as a result of any Confidential Information that is not, or would not reasonably be expected to be, available to all other Respondents.

“Revisions” means changes made by a Respondent to its Response, including a withdrawal of its Response, in accordance with this RFQ, and **“Revision”** means any one of such Revisions.

“Shared Use Person” means those persons, if any, who are specifically named in Section 5.11.3 of this RFQ.

“Submission Location” means the submission location identified as such in the Summary of Key Information.

“Submission Time” means the time and date indicated as such in the Summary of Key Information.

“Summary of Key Information” means the summary of key information on page 2 of this RFQ.

“Tender” means an offer to perform the Project construction work submitted by a Bidder during the Project Tender.

7 Interpretation

In this RFQ:

- a) the headings, captions, and formatting are inserted for convenience only and are not to be used in the interpretation of this RFQ.
- b) when an action, decision, consent or approval or any other thing is said to be in the Province's "discretion" or words of like effect, unless the context otherwise requires it means the sole, absolute, and unfettered discretion of the Province.
- c) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- d) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of or Appendix to, this RFQ.
- e) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.
- f) All dollar values are Canadian dollars unless otherwise indicated.
- g) A reference to a "person" includes a reference to an individual, legal person representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union, or government authority.
- h) The words "including" and "includes" are not meant to be limiting.

This RFQ may be subject to one or more trade agreements.

APPENDIX A Response Guidelines and Evaluation Criteria

Part 1. Response Guidelines

Responses should:

- a) Be clearly marked with the words “**Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley - RFQ Response**” and addressed to the Submission Location.
- b) Include all of the information requested in this Appendix A. Materials not requested in this Appendix A may not be evaluated, at the discretion of the Province.
- c) Follow the submission structure provided in Table A-1 of this Appendix A. Within the packages, follow the response structure and content requirements outlined in Table A-3 of this Appendix A. Material submitted which exceeds the pages noted limit may not be evaluated, at the discretion of the Province.
- d) Be clear and concise.
- e) Be submitted as a searchable PDF format with a file size of no more than 20MB.
- f) Contain a consolidated file containing the entire Response.
- g) Be limited to 20 pages, excluding Package 1 (see Table 1). Material submitted which exceeds the page limit may not be evaluated, at the discretion of the Province.
- h) Be printable on 8.5” x 11” paper size with a minimum font size of 11 point (charts and tables can be on larger paper size, max. 11” x 17”). Narrow typefaces are to be avoided.

TABLE A-1: SUBMISSION PACKAGES

Package	Contents	Page Limit
Package 1	a) Transmittal Letter; b) Section 1 of Table A-3 in this Appendix A;	No Limit
Package 2	Construction Experience and Capability (see Sections 2 of Part 3 of this Appendix A)	20 pages

Part 2. Evaluation Criteria**MINIMUM REQUIREMENTS**

The Province will evaluate Responses by applying the Evaluation Criteria and weighting outlined in Table A-2 of this Appendix A, in accordance with each section of the Response content requirements outlined in Table A-3 of this Appendix A.

In addition to the requirements in Section 1 of Table A-3, to meet the minimum requirements of qualification, Respondents need to achieve a minimum of 50% of the points in each item in Sections 2.1, 2.2, 2.3 and 2.4 of Table A-3, subject to Section 5 of this RFQ.

TABLE A- 2: EVALUATION FRAMEWORK

Section	Evaluation Criteria	Weighting
Section 2 Construction Experience and Capability	Strength and relevance of demonstrated experience and capability relating to:	Each listed numbered item in Table A-3 Section 2 is scored out of the following points:
2.1	Traffic management	25 points

Section	Evaluation Criteria	Weighting
2.2	Railway components	25 points
2.3	Technical components	25 points
2.4	Environmental activities and First Nations contracting	25 points

Part 3. Response Format

Respondents should use the Section numbers and titles provided in Table A-3 below in preparing their Responses.

TABLE A-3: RESPONSE CONTENT REQUIREMENTS

Section	Title	Response Content Requirements
1.	Introduction, Project Experience Nominated Projects and Evaluation Request	
1.1	Proposed Respondent	<p>Provide the legal name of the entity or entities comprising the Respondent.</p> <p>The Respondent should be the legal entity that will participate in the Project Tender Phase and be party to a contract for the Project, if successful. Where the Respondent is comprised of more than one entity, the Respondent should identify each of the legal entities as well as the relationship between the entities (general or limited partnership, joint venture etc.).</p> <p>(Note that a BCeID will be required in the exact name of the Respondent in order to submit a Tender via BC Bid. Hard copy delivery will be an option for all Respondents, but Respondents who are joint ventures or otherwise unable to obtain a BCeID will be required to submit via hard copy delivery.)</p>
1.2	Contact Information	<p>Provide the following details for the Respondent Representative:</p> <ul style="list-style-type: none"> a) Name; b) Employer;



Section	Title	Response Content Requirements
		<p>c) Mailing/courier addresses;</p> <p>d) Telephone numbers; and</p> <p>e) Email address.</p> <p>Please Note: The Respondent Representative will be the only person to receive communication from the Contact Person regarding this RFQ.</p>
1.3	Relationship Disclosure Form	Appendix C of this RFQ
1.4	Response Declaration Form	Appendix D of this RFQ
1.5	Project Experience Nominated Projects	<p>Submit a maximum of nine (9) Project Experience Nominated Projects using Form A-1 of this Appendix A. Note that Project Experience Nominated Projects completed construction in the last 10 years will be considered to have greater relevance.</p> <p>Submit a completed Project Experience Nominated Projects Summary using Form A-2 of this Appendix A.</p>
2.	Construction Services Experience and Capability	
2.0	Construction Services	For each of the numbered items below, select up to three (3) of any of the Project Experience Nominated Projects and describe, including relevance to the Project, the Respondent's strength, experience, and capability with the following:

Section	Title	Response Content Requirements
	Experience and Capability	
2.1	Traffic management	Construction projects that highlight the Respondent's approach to successfully executing traffic management plans on urban highway corridors, with high traffic volumes.
2.2	Railway Components	Construction projects with railway construction components that highlight the Respondent's approach to working adjacent to active rail lines and coordinating with railway companies.
2.3	Technical Components	<p>Construction projects that involve technical components and complexities that include:</p> <ul style="list-style-type: none"> a) excavation and temporary shoring activities adjacent to critical infrastructure (such as railway, highway, and utility corridors); b) working in sensitive ground conditions (such as soft silt and clay soils); and c) highway or rail structure(s) of at least 100m in length, with multiple spans, in spatially constrained sites.
2.4	Environmental activities and First	Environmental activities and First Nations contracting, including:

Section	Title	Response Content Requirements
	Nations contracting	<ul style="list-style-type: none"> a) work in environmentally sensitive areas (such as in-stream works) and compliance with permitting requirements; and b) contracting with First Nations-owned or affiliated businesses in partnerships or joint ventures or as subcontractors.

Form A-1: Project Experience Nominated Projects Details (Maximum 3 pages in length per project)

Respondent _____ Project number _____ (sequentially numbered)

Item	Notes to Respondents
Name of project	Details including official project name and contract number
Location of project	Country, Province/state, highway/road/bridge, site or project extent.
Project owner	Organization name
Reference contact details	Current information for key owner contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Province or the Province’s representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.
Construction value	
Contract model	Contract structure, i.e., design-build, design-bid-build
Contract period	Contract commencement date, end of construction date and contract end date



Ministry of Transportation and Infrastructure

Item	Notes to Respondents
Time period of involvement	Commencement date and duration (months)
Description of project	Scope and complexity
Relevance	Describe the relevance of the Project Experience Nominated Project to the Project.
Current status of project	Describe the current status of the project relative to key milestone events
Traffic volume	Total average daily traffic across all lanes (actual or estimated)
Role(s) on project	<p>Specific role, duties and responsibilities of the Respondent and/or the legal entity or entities comprising the Respondent, and any additional information that demonstrates relevant experience and ability.</p> <p>If the project involved a joint venture, identify the joint venture partner(s) and clearly define the breakdown of roles and responsibilities between or among the parties.</p>
Performance	Describe the performance in meeting obligations related to the contract. If there were any issues during the construction phase (e.g., interpretation issues), describe how they were resolved. In addition, describe performance as it relates to schedule management, budget management, and owner satisfaction.
Other information	Any information the Respondent considers relevant to the Evaluation Criteria.

Form A-2 Project Experience Nominated Projects Summary

Reference Projects	Project Details								
Project Name and Nominated Project #	Project Location	Nature of Project (highway, interchange, etc.)	Traffic Volume average annual daily traffic (actual or estimated)	Lanes (Number and Length kms)	Construction Value (CAD\$ - Millions)	Project Delivery Model (DBB, CM, DB, DBFM, Other)	Construction Term (Years)	Year of Construction Completion	Relevant RFQ Sections
Nominated Project e.g., 1	City, Province/ State	Highway	60,000	4 lanes 5 km	\$12.5	DBB	3	2008	2.1, 2.2, 2.3
Nominated Project e.g., 2	City, Province/ State	Interchange	40,000	0	\$210	DB	5	2013	2.1, 2.2, 2.4b
Nominated Project 1									
Nominated Project 2									

Reference Projects	Project Details						
Nominated Project 3							
Nominated Project 4							
Nominated Project 5							
Nominated Project 6							
Nominated Project 7							
Nominated Project 8							
Nominated Project 9							

APPENDIX B Receipt Confirmation Form

(To be submitted by the Respondent Representative)

Request for Qualifications Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley Project

To receive any further distributed information about this Request for Qualifications, please execute and email both pages of this Receipt Confirmation Form as soon as possible to:

Contact Person

Email: Hwy1.CPKC@gov.bc.ca

Respondent Contact Information

Name of Respondent: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province /State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Respondent Representative: _____



ACKNOWLEDGEMENT OF TERMS OF RFQ AND CONFIDENTIALITY

The undersigned is a duly authorized representative of the Respondent and has full power and authority to represent and act on behalf of the Respondent in any and all matters related to the RFQ, including but not limited to providing clarifications and additional information pursuant to the RFQ.

The Respondent hereby acknowledges receipt and review of this RFQ, including, without limitation, all Appendices attached thereto and agrees to comply with all the terms and conditions set out in this RFQ.

For greater certainty, the Respondent agrees that, in executing this Receipt Confirmation Form, it will comply with, and will cause each of its Respondent members to comply with, the terms of the Confidentiality Agreement provisions set out in Appendix C to this RFQ.

Unless otherwise expressly defined, the capitalized terms used in this Receipt Confirmation Form have the meanings given to them in the RFQ.

This Receipt Confirmation Form is executed the ____ day of _____, 20__.

<NAME OF RESPONDENT>

Per: _____
Authorized Signatory
Name:
Title:

Execution Instructions

This Receipt Confirmation Form is to be duly executed by the “Respondent” in accordance with the definition of that term in Section 6 of the RFQ. It is the responsibility of the Respondent to ensure that it has been properly identified by its legal name in this Receipt Confirmation Form and has duly executed this Receipt Confirmation Form, and the Province may at its discretion request an opinion from the Respondent’s legal counsel to that effect.

The yellow highlighting as well as these execution instructions should be removed prior to execution.



APPENDIX C Relationship Disclosure Form

To: HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the “Province”)

Re: Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley (the “Project”)

Request for Qualifications entitled “Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley Request for Qualifications”, as amended in accordance with its terms (the “RFQ”) for the Project

<insert Respondent name> Response

The Respondent declares on its own behalf and on behalf of each of the legal entities comprising the Respondent, if applicable:

1. this declaration is made to the best of the knowledge of the Respondent;
2. the Respondent has reviewed the definition of Restricted Party and the non-exhaustive list of Restricted Parties set out in the RFQ.
3. Exhibit 1 to this Relationship Disclosure Form is a full disclosure of all former and current relationships that the Respondent has or has had with:
 - (i) any former or current officials, employees, representatives, or elected officials of the Province, BCTFA, or Infrastructure BC; or
 - (ii) any former or current officers, directors, employees or representatives of any individual, corporation, partnership or other entity, or the entity itself, that have been involved in the RFQ process, or the design, planning or implementation of the Project, or that has confidential information about the Project or the RFQ, or
 - (iii) any Restricted Party or any current or former employee, shareholder, director or officer of any Restricted Party,(collectively, the “**Project Parties**”); or



- (b) any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, or any other persons associated with any of them, with any of the Project Parties 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.

The Respondent makes the declarations set out in this Relationship Disclosure Form with the knowledge and intention that the Province will rely upon and, despite any prior or subsequent investigation by the Province, will be deemed to have relied upon these declarations in connection with the Response, including any consideration and evaluation of the Response, pursuant to the RFQ.

Unless otherwise expressly defined, the capitalized terms used in this Relationship Disclosure Form have the meanings given to them in the RFQ.

THIS DECLARATION is dated as of the ____ day of _____, 20__.

<NAME OF RESPONDENT>

Per: _____
Authorized Signatory

Name:
Title:

Execution Instructions

This Relationship Disclosure Form is to be duly executed by the “Respondent”. It is the responsibility of the Respondent to ensure that it has been properly identified by its legal name, or the legal names of each of the legal entities comprising the Respondent, in this Relationship Disclosure Form and has duly executed this Relationship Disclosure Form, and the Province may in its discretion request an opinion from the Respondent’s legal counsel to that effect.

Upon execution, the yellow highlighting as well as these execution instructions should be removed.



Exhibit 1 to Appendix C - Relationship Disclosure

NAME OF THE PARTY	DETAILS OF THE NATURE OF THE PARTIES' RELATIONSHIP TO BE DISCLOSED

Note: The Respondent should be identified by the correct and complete legal name or the correct and complete legal names of each of the legal entities comprising the Respondent.

APPENDIX D Response Declaration Form

Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley Project

Response Declaration Form

To: HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the “Province”)

Re: Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley Project (the “Project”)

Request for Qualifications entitled “Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley Project – Request for Qualifications”, as amended in accordance with its terms (the “RFQ”) for the Project

<insert Respondent name> Response

I, **<insert name>**, in my capacity as **<insert title>** of **<insert name of Respondent>**, on behalf of the Respondent, hereby declare that:

1. Response
 - a) I am duly authorized to execute and deliver this Declaration on behalf of the Respondent;
 - b) The Respondent is bound by all statements and representations made in the Response;
 - c) the Respondent has received, reviewed, read and understood the RFQ and this Declaration and authorized and consented to the delivery of the Response and the execution and delivery of this Declaration;
 - d) in preparing and delivering the Response the Respondent has complied with all applicable laws and regulations, including by obtaining from each person any required consents and authorizations to the collection of information relating to such person and to the submission of such information to the Province as part of

the Response for the purposes of the Response, the RFQ and the Competitive Selection Process, or any of them;

- e) the Respondent has had sufficient time to consider, and have satisfied themselves as to the applicability of the material in the RFQ and any and all conditions that may affect the Response;
- f) the Respondent is the entities listed in Exhibit 1 to this Declaration;
- g) the Respondent has disclosed all relevant relationships in accordance with the instructions and format outlined in the Relationship Disclosure Form
- h) none of the Respondent has had access to or has availed itself directly or indirectly of any confidential information of the Province, other than confidential information disclosed by the Province to all respondents, in connection with the preparation and delivery of the Response; and

2. Acknowledgements

- a) The Respondent acknowledges that the Province reserves the right to verify information in the Respondent's Response and conduct background investigations including reference, credit and other checks, independent verifications, criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations, on the Respondent or any of the legal entities that comprise the Respondent (collectively, the "Investigations"), and by submitting a Response the Respondent agrees that they consent to and authorize the Province and the authorized representatives of the Province to undertake any and all such Investigations; and
- b) the Respondent acknowledges that the Response, upon submission to the Province, becomes the property of the Province.

All information and content set out in this Declaration is true and is made with the knowledge and intention that the Province will rely on it in accepting and evaluating the Response.

Unless otherwise expressly defined, the capitalized terms used in this Declaration have the meanings given to them in the RFQ.



THIS DECLARATION is dated as of the ____ day of _____, 20__.

<NAME OF RESPONDENT>

Per: _____
Authorized Signatory

Name:
Title:

Execution Instructions

This Declaration is to be duly executed by the “Respondent”. It is the responsibility of the Respondent to ensure that it has been properly identified by its legal name in this Declaration and has duly executed this Declaration, and the Province may in its discretion request an opinion from the Respondent’s legal counsel to that effect.

The yellow highlighting as well as these execution instructions should be removed prior to execution.



Exhibit 1 to Appendix D Respondent

Name	Address	Respondent

Note: The Respondent should be identified by the correct and complete legal name or the correct and complete legal names of each of the legal entities comprising the Respondent.



APPENDIX E Request for Information Form

Highway 1 Six-Laning and CPKC Underpass Replacement – Township of Langley Project

Request for Information / Clarification

Request Number: (Respondent name and sequential number)

Raised By: (contact name)

Date Raised:

Date by Which Response Requested:

Type of Request: Information Clarification
(please indicate with tick boxes)

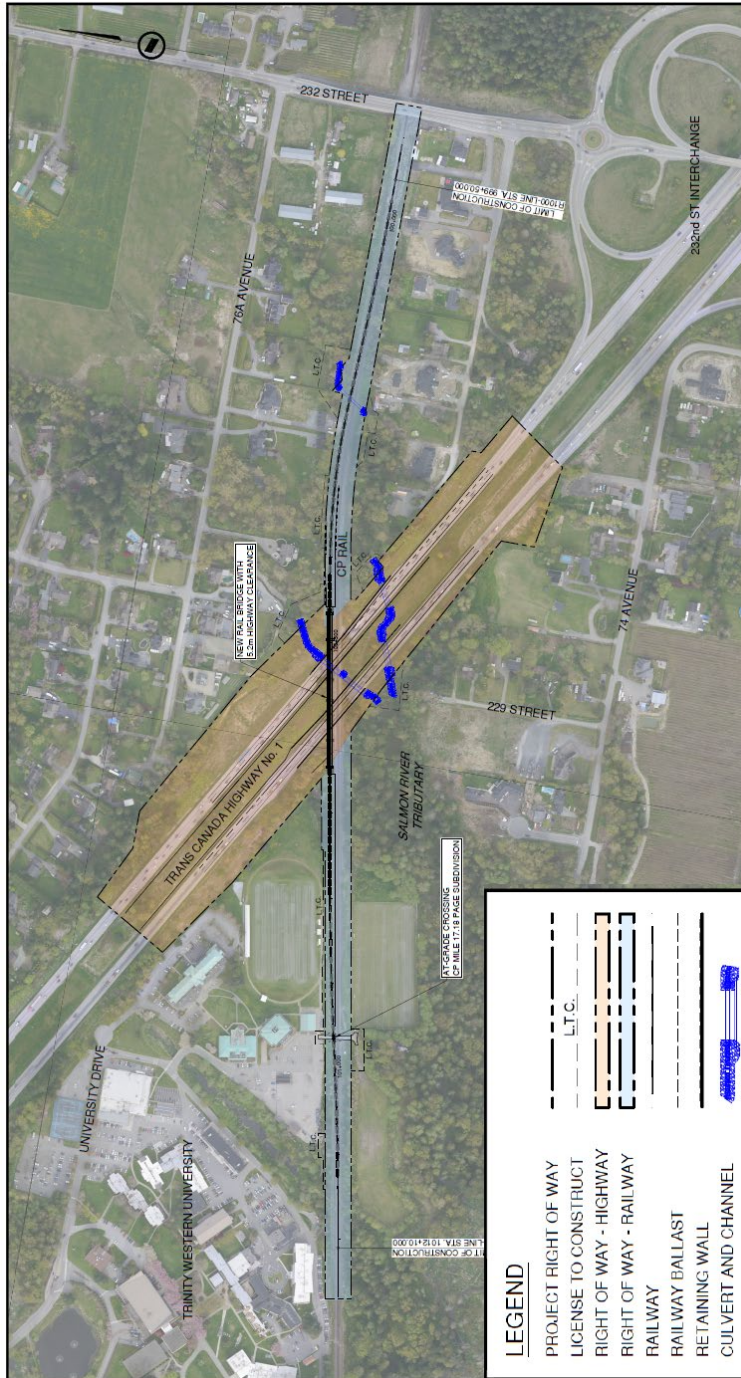
Source of Query: (reference document section and date, if applicable)

REQUEST / QUERY (one query / request per sheet)

Do you request this query to be “Commercial in Confidence”?

YES No

APPENDIX F Project Extents



APPENDIX G Project Profile and Cross-Section

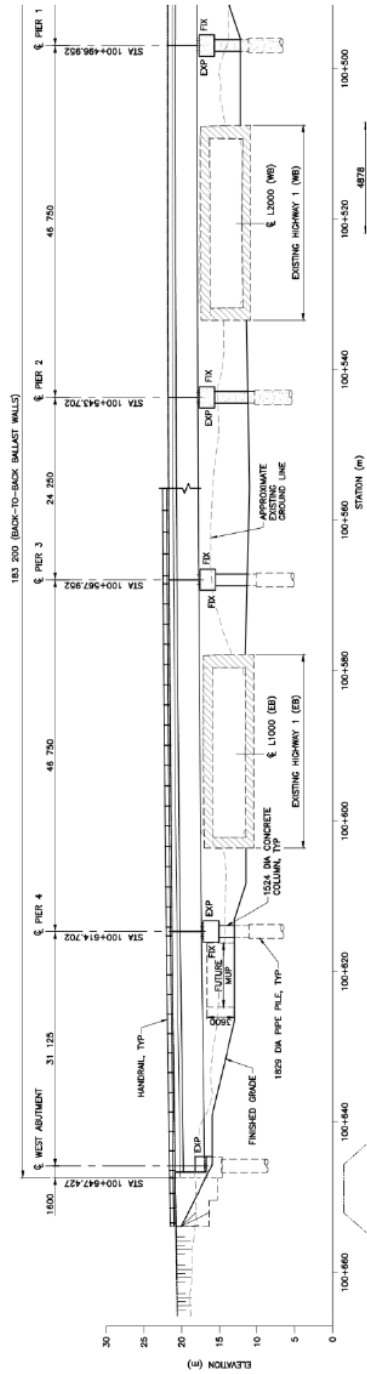


Figure 1: Excerpt of bridge profile showing proximity of existing concrete tunnels

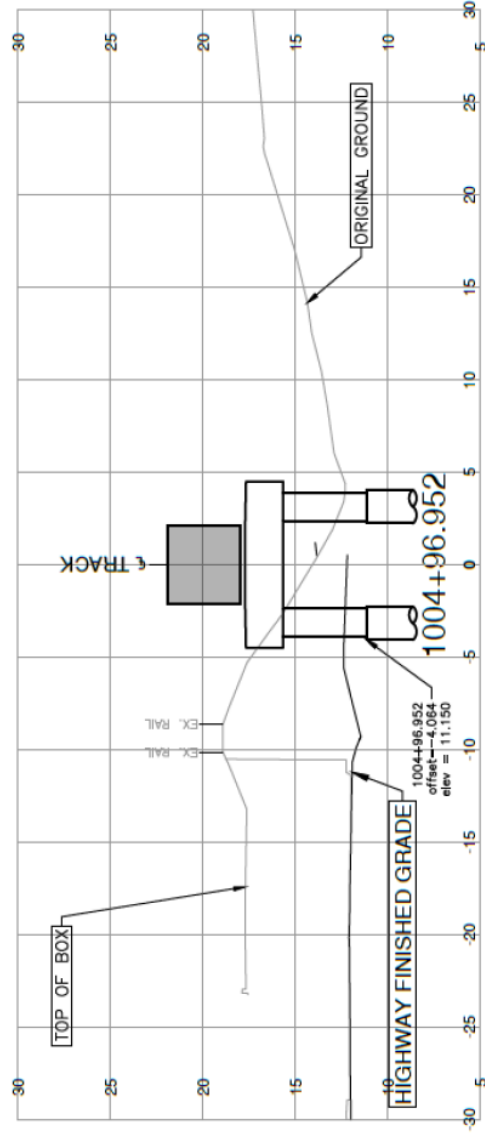


Figure 2 Cross section at pier 2