



Ministry of  
Transportation  
and Infrastructure

## BC Highway Reinstatement Program

Request for Qualifications – Engineering and  
Design Services

November 26, 2021



### Summary of Key Information

RFQ Title	The title of this RFQ is:  BC Highway Reinstatement Program RFQ – Engineering and Design Services  Please use this title on all correspondence.
Contact Person	The Contact Person for this RFQ can be reached at:  Email: <a href="mailto:BCHRPEngDesignContact@gov.bc.ca">BCHRPEngDesignContact@gov.bc.ca</a>  Please direct all enquiries, in writing, to the Contact Person.
Submission Time	The Initial Submission Time is:  11:00 AM (PDT), December 10, 2021  The Submission Time is ongoing until such time as the Province cancels this RFQ.
Submission Location	By email to the Contact Person:  <a href="mailto:BCHRPEngDesignContact@gov.bc.ca">BCHRPEngDesignContact@gov.bc.ca</a>

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## 1 INTRODUCTION

### 1.1 Purpose

This Request for Qualifications (“**RFQ**”) is issued by the Province of British Columbia (“the **Province**”). The purpose of this RFQ is to invite interested parties to indicate their interest in, and their qualifications for, the BC Highway Reinstatement Program (“the **Program**”). Through the process described in this RFQ, the Province anticipates qualifying multiple Respondents. It is expected the Program will consist of multiple projects (“**Projects**”).

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.

The Province has a need to identify qualified entities to provide engineering and design services (“**Engineering and Design Firm Candidates**”) which the Province may invite to respond to a subsequent Request for Proposals or to enter into a contract to design a Project within the Program.

A Contract may or may not include a temporary operations and maintenance component during construction.

To facilitate the efficient procurement of Engineering and Design Firm Candidates, the Province is establishing a prequalification list (the “**List**”). The List will only be made up of qualified Engineering and Design Firm Candidates.

A separate qualification process is being undertaken concurrently to identify qualified construction firm Candidates (“**Construction Firm Candidates**”).

For Requests for Proposals (“**RFPs**”) for the design and construction of a particular Project, a shortlist of Construction Firm Candidates, as determined by the Province, will be provided with a shortlist of Engineering and Design Firm Candidates, as determined by the Province, to partner with. The successful proponent (the “**Contractor**”) will enter into a Contract with the Province to provide integrated design and construction services. The Province may select an Engineering and Design Firm Candidate to work with the Province to develop the design or technical specifications for a Project and put it out to procurement.

If a capitalized term is not defined in Section 7 of this RFQ, it will be defined in the section of this 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, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, consortia, partnerships, or any other legal entities. If the Respondent is not a legal entity, the Respondent will act through the legal entity or entities comprising the Respondent. Respondents meeting the qualification requirements will become Engineering and Design Firm Candidates.

### 1.4 Not Restrictive

Inclusion on the List does not, in itself, preclude an Engineering and Design Firm Candidate from participating in a selection process for projects outside of the Program involving the Province, Transportation Investment Corporation (“**TI Corp**”), or Infrastructure BC. Any restrictions will be determined on a case-by-case basis and will depend on the involvement of the Engineering and Design Firm Candidate in the specific project.

### 1.5 Background

The extreme rainfall events of November 14 and 15, 2021 have had major impacts on highways and highway structures throughout the Southern Interior and Lower Mainland, and highway infrastructure on Vancouver Island.

The events caused closures on Highway 1, Highway 3, Highway 5 (Merritt to Hope), Highway 8 (Merritt to Spences Bridge), Highway 12, and Highway 99 (30 km west of Lillooet).

1.6The Province is prioritizing and undertaking emergency response and conducting assessments of each impacted area in preparation for repairing compromised highways.

It is anticipated that there may be multiple projects that need to be expedited as a result of the extreme rainfall events. Some may be small and relatively complex, while others may be large and complex.

This Program intends to cover work in the following highway corridors:

- Highway 1 between Highway 11 and Spences Bridge
- Highway 5 between Hope and Merritt
- Highway 8 between Spences Bridge and Merritt

Maps identifying the locations of the affected infrastructure are provided in the following Section 1.6

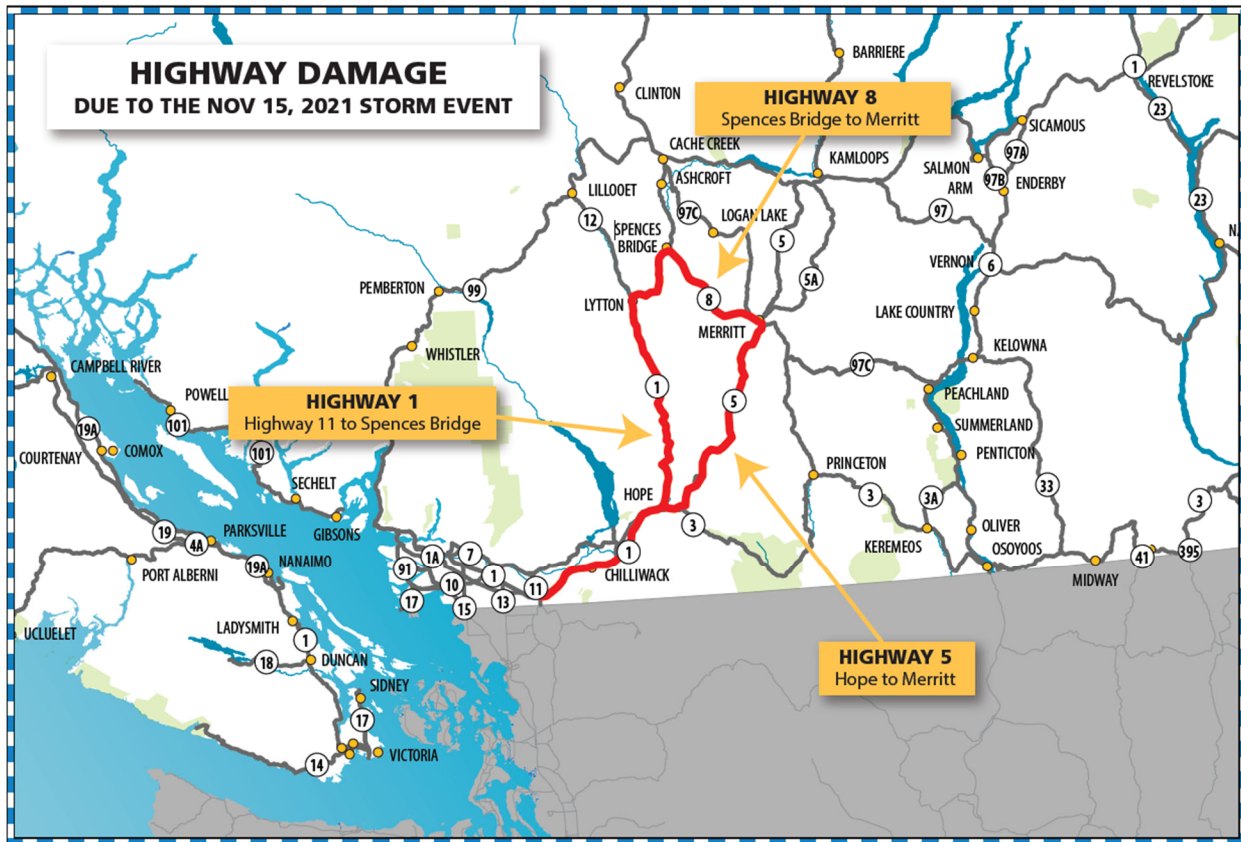
## 1.6 Project Summary

The Province is currently assessing the state of the highway infrastructure and Projects to be included in the Program and expects to have a substantive understanding of the work required to begin developing Projects. It is anticipated the Province will continue to assess, identify, and develop Projects as information becomes available and while other Projects are underway.

The Projects may be developed by the Province working with selected Engineering and Design Firm Candidates during the project development phases. In addition, the Province may, at its discretion, select from the List, candidates to provide other design and engineering services.



**Figure 1 – Map of Highway Corridors in Program Scope**



## 1.7 General Description of Anticipated Work

### 1.7.1 Engineering and Design

A summary of potential components of the anticipated design is set out in Table 1. This should not be considered an exhaustive list and may vary by Project.

**Table 1 – Summary of Anticipated Engineering and Design Scope**

Anticipated Engineering and Design Scope
<ul style="list-style-type: none"> <li>▪ Conducting field investigation work to develop understanding of extent of reinstatement works;</li> <li>▪ Conducting and determining hydrological conditions in areas of construction;</li> <li>▪ Utilizing existing engineering and design standards where appropriate, and applying, or assisting with the development of, Climate Change resilient design guidelines;</li> <li>▪ Design of technology-related solutions to assist with adaptation to Climate Change (for example early warning systems);</li> </ul>

### Anticipated Engineering and Design Scope

- Design of roads, bridges, retaining walls, catchment ditches and other structures;
- Design of traffic management measures;
- Design utility protection/relocations;
- Design in areas of active and/or damaged rail lines;
- Design of mitigation measures for rock fall, mudslides, unstable embankments and avalanche hazards;
- Design of rock and soil excavation, including materials management;
- Design of wildlife exclusion fencing and wildlife passage structures;
- Provision of engineering and technical oversight services during construction; and
- Coordinating with the Province, potentially coordinating with other Projects within the Program, and coordinating with emergency works contractors who are contracted by the Province under other contracts, during construction.

#### 1.8 Third-Party Interface

A Contractor's obligations in respect of third parties affected by or having jurisdiction in relation to Project activities will be clarified in Project specific RFPs. It is anticipated that third parties may include environmental regulators, utilities, municipalities, and railway companies. While a Contractor will be required to coordinate its activities with other parties, including those performing other work on or near the site, it is anticipated that risks associated with obtaining permits and coordinating with third parties will be shared with the Province. Provisions for sharing third party risks are anticipated to reflect the unique and expedited nature of the work.

#### 1.9 Work by the Province

An overview of the work that is anticipated to be undertaken by the Province is set out in this section.

##### 1.9.1 Property Acquisition

It is anticipated that the British Columbia Transportation Financing Authority ("**BCTFA**"), on behalf of the Province, will acquire the land rights necessary to accommodate each Project if such land rights are not currently owned on or behalf of the Province or BCTFA.

##### 1.9.2 Advance Work by the Province

The Province may elect to construct advance work that may affect the scope outlined in Table 1 above.

Specific information regarding such advance work by the Province will be included in the Project specific RFPs or Contract documentation.

#### 1.10 Communications and Consultation

It is anticipated that responsibilities for traffic management communications, community relations, consultation and media relations will be as follows:

- A 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
- A Contractor will provide support for community relations activities, public and stakeholder consultation and media relations developed and implemented by the Province.

#### 1.11 Indigenous Groups

The Province will be consulting with Indigenous groups about the Program, and it is anticipated that a Construction Firm will be responsible for assisting, facilitating, and participating in consultation with Indigenous groups and the Province, as requested by the Province. The Contractor may be required to provide training, employment, and contract opportunities to Indigenous groups.

#### 1.12 Permitting

Projects will likely require a multitude of permits. The party responsible for obtaining permits will be clarified in the RFP and/or Contract. Given the unique situation, the Province expects to have a significant role in coordinating and expediting permit approvals, including with respect to third parties, environmental matters, and archaeology.

#### 1.13 Labour Objectives

The Province has identified objectives for achieving labour benefits in the delivery of public infrastructure projects. Labour benefits objectives are designed to ensure that infrastructure projects undertaken by the Province are delivered in a way that provides the best outcome for each Project and that provide long-lasting benefits for British Columbians and their communities. Labour benefits can include increased opportunities for apprenticeships and training, increased participation by Indigenous groups and groups traditionally underrepresented in the construction industry, and greater employment opportunities for local residents.

Labour benefits can be delivered through contract terms, the Community Benefits Agreement or project-specific labour agreements. Decisions on how to implement labour benefits for a specific Project will be made on a case-by-case basis.



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## 2 ESTABLISHING THE LIST

This RFQ and the processes outlined herein will be used by the Province to establish the List of Engineering and Design Firm Candidates. The List will be subdivided by highway corridor.

The Province will evaluate Responses based on the Evaluation Criteria and select the Respondents that the Province determines to be qualified to provide the desired services. The Province may, at its discretion, limit the number of Respondents who are included on the List, depending on the number of Engineering and Design Firm Candidates that the Province considers appropriate for each highway corridor.

All engineering and design firms interested in being included on the List, must respond to this RFQ.

The List will remain valid until the Province cancels this RFQ. Any Respondent may submit or update its qualifications for consideration to be added to the List at any time during the term of the List.

### 2.1 Notification of Results

When the evaluation of a Response is completed, the Province will notify the Respondents in writing of the results. Infrastructure BC will conduct a debriefing, upon request, further details are provided in Section **Error! Reference source not found.**

### 2.2 Maintenance of the List

#### 2.2.1 Changes to the List

The Province may, at its discretion, and from time to time:

- a. impose an expiry period to the List;
- b. extend the period during which the List is valid;
- c. invite additional Respondents to submit materials for consideration in order to be added to the List;
- d. request or require one or more Respondents to submit additional information, including updated experience and availability;
- e. update the List at any time by adding new Engineering and Design Firm Candidates and removing Engineering and Design Firm Candidates from the List;
- f. update the List based on revised eligibility criteria; and
- g. categorize Engineering and Design Firm Candidates on the basis of their stated areas of expertise and the indicated highway corridor(s) they are willing to work on.

## 2.2.2 Engineering and Design Firm Candidate Changes

Engineering and Design Firm Candidates named to the List are requested to promptly notify the Contact Person, in writing, of any material changes to the information contained in their Response. The Province may, but is not obligated to, update the List, at any time, in its discretion, to reflect such changes.

Engineering and Design Firm Candidates named to the List who wish to make any addition, deletion, or other change to their Response, will notify the Contact Person as to the proposed change in writing.

Any proposed change may result in removal from the List unless approved by the Province pursuant to section 6.9.

## 2.2.3 Withdrawal or Removal from the List

Any Engineering and Design Firm Candidate may withdraw their name from the List at any time by notifying the Contact Person in writing.

The Province may remove any Engineering and Design Firm Candidate from the List at any time, including Engineering and Design Firm Candidates who, in the Province's opinion, have demonstrated poor performance in relation to the Program, by notifying Engineering and Design Firm in writing.

### 3 NATURE OF THE ENGAGEMENTS

Due to the urgency and evolving understanding of the work required in relation to the Program, Projects will be awarded according to highway corridors, and are anticipated to be partially defined upon award.

#### 3.1 Size of Projects

Projects will be offered in the following two categories in subsequent selection processes:

**Category A Projects** may be procured via an RFP, tender or direct award. These projects are anticipated to use a potential broad range of contract methods including Design-Build (DB) or Design-Bid-Build (DBB), but are more likely to result in time and material (TM) or construction management (CM) contracts.

The Province reserves the right to deliver these projects with other contract types as it deems appropriate.

If there is an RFP phase for a Project with a design component shortlisted Construction Firm Candidates will be required to team together with an Engineering and Design Firm Candidates to respond to the RFP.

Due to the need to restore provincial highway services expediently, financial incentives for improving schedule may be included in the Contract and possibly be linked across multiple Projects.

**Category B Projects** are anticipated to be procured through an RFP, tender or a direct award, with RFP being the most likely.

It is anticipated that these projects may be delivered through a variety of standard contract forms such as DB and DBB. However, some projects may be delivered with use of a collaborative model contract, involving a target price.

#### Teaming

For Projects with both a design and construction component Construction Firm Candidates that are invited to respond to a Project RFP will be expected to team with one or more Engineering and Design Firm Candidates. The process for how Construction Firm Candidates are expected to team together with an Engineering and Design Firm Candidates will be confirmed in the RFP and is expected to be as follows:

- A small number (e.g., three to four) of Construction Firm Candidates will be invited to respond to the RFP.
- Each Construction Firm Candidate can select one or more qualified Engineering and Design Firm Candidates (from a shortlist provided by the Province and prepared by the Province from the List) to team with and respond to the RFP.

- Engineering and Design Firm Candidates will only be able to partner with one Construction Firm Candidate.

### **Owner's Engineering / Project Management Services**

The Province may seek support from the Engineering and Design Firm Candidates to carry out owner's engineer assignments and/or owner's representation project management services. The Province intends to invite Engineering and Design Firm Candidates from the List to participate in selection processes for this type of work. In the event of an opportunity to provide a role representing the owner in engineering or project management, the firm will be restricted from participating with a Construction Firm Candidate or Contractor for a Project, and potentially other work in the Program.

## **3.2 Project RFP Phase for Projects with a Construction Component**

The Province's objective at the RFP phase is to select, at its discretion, a Preferred Proponent with whom it may enter into a Contract. Contracts may be a standard form of contract including DBB, DB or may be a collaborative contract model.

One of the Province's objectives with the Program is to include measures to promote provision of equitable opportunities for Engineering and Design Firm Candidates. The Province does not intend to apply a strict rotational approach to direct awards and invitations to RFPs.

### **3.2.1 Collaborative Contract Model**

In a collaborative contract all reimbursable costs would be paid by the Province. This type of contract is anticipated to include a pain/gain share compensation mechanism. If the final cost is lower than the target price, gains are shared (e.g., 50/50) with a Contractor. If the final cost is higher than the target price, pain is shared (e.g., 50/50) with a Contractor, with a minimum margin level.

This contract type is intended to have a shared risk allocation approach with the aim to minimize claims and focus on collaboration and rebuilding.

Due to the need to restore provincial highway services expediently, financial incentives for improving schedule may be included in the Contract and possibly be linked across multiple Projects.

In the event that collaborative model contracts in the delivery of these Projects, an external advisor panel is expected to be implemented to assist a Contractor and the Province to expedite the resolution of issues impeding successful delivery.

Where a collaborative contract model is the preferred approach for a specific project, it is anticipated that in the RFP phase, Candidates will be invited to provide the following:



- Confirmation of availability (when and how much) and suitability / past experience with similar types of projects;
- Target profit and overhead (%); and
- Key Individuals proposed for the Project.

The RFP evaluation will be based on a combination of the Proponents' RFQ Responses and RFP submissions.

#### 3.2.1.1 Limited Notice to Proceed Phase

The Preferred Proponent is anticipated to be contracted under a Limited Notice to Proceed Agreement to develop a submission, within a timeframe mutually agreed with the Province.

During the limited notice to proceed phase it is anticipated that the Preferred Proponent will develop the scope and target price for the Project. Scopes of services provided by the Preferred Proponent are likely to include:

- Design Development;
- Schedule Development;
- Budget Development;
- Site Investigations; and
- Site Preparation.

This phase will culminate with a target price for the work with supporting documentation. If mutually agreed a Contractor and the Province will enter into target price contract.

### 3.3 Compensation for Participation in Competitive Selection Processes

No compensation will be available to Respondents for participating in this RFQ. Any compensation in subsequent RFPs will be determined on a project-by-project basis.

### 3.4 Program Timeline

The current anticipated timeline for the Program milestones is as set out in

Table 2.

**Table 2 - Anticipated Timeline**

ACTIVITY	TIMELINE
RFQ Issue	November 26, 2021
Introductory Program Meeting	November 29, 2021
RFQ Submission	December 10, 2021
Respondents Notified of Evaluation Results	December 23, 2021
Invitations to initial RFP(s)	Commencing January 2022

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

### 3.5 Introductory Program Meeting

The Province intends to hold a virtual introductory meeting to introduce the Program on the morning of Monday November 29, 2021. Participation will not be mandatory. Minutes will not be prepared or circulated; 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 4.5 of this RFQ.

Respondents should send an email the Contact Person for instructions to join the introductory Program meeting.

## 4 SUBMISSION INSTRUCTIONS

### 4.1 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 as stated in the Summary of Key Information.

This opportunity is ongoing until the Province cancels this RFQ process. Responses received after the Initial Submission Time as stated in the Summary of Key Information will be reviewed at the Province's convenience.

### 4.2 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.

### 4.3 Response Form and Content

Responses should be in the form and follow the outline 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 3 of Appendix A that is sufficiently comprehensive and responsive to enable the Province to apply the Evaluation Criteria.

### 4.4 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.

### 4.5 Communications and Enquiries

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 "BC Highway Reinstatement Program – Engineering and Design Services 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. RFI's 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”, and if the Province decides that 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 4.5(c) of this RFQ, any RFI and response may, in the Province’s discretion, be distributed to all Respondents, if the Province in its discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the RFQ 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; and
- e. 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.

#### 4.6 No Communication with Media or the Public

Respondents are not to communicate, including by media releases, interviews or 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 Program, 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, any of its Respondent Members, 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 Respondent Members including 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.

#### 4.7 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

- a. 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, will be posted to BC Bid.

#### 4.8 Addenda to RFQ

The Province may, at its discretion, 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.

#### 4.9 Documentation Inconsistency

If there is any conflict or inconsistency between the digital, electronic, or other computer readable form, the electronic conformed version of the RFQ in the custody and control of the Province prevails.

#### 4.10 Revisions to Responses

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

### 5 EVALUATION

#### 5.1 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, TI Corp, and other government agencies and private sector advisors and consultants.

## 5.2 Evaluation Criteria

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

## 5.3 Evaluation and 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 Respondent Member, 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 RFQ 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 Respondent Member, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents Any such responses delivered by a Respondent will be incorporated into and form part of the Respondent's Response; and
- 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 5.3(a) to (e) or otherwise obtained from any other source the Province at its discretion considers appropriate. The Province may also 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:

- g. the Province considers the Response is incomplete;

- h. after reviewing the information submitted in the Response relating to the requirements set out in Table 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;
- i. the Province considers the Respondent or Response, as compared to all the Respondents and Responses, is not in contention to be included on the List.

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.

#### 5.4 Debriefing

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



## 6 OTHER PROVISIONS

### 6.1 No Obligation to Proceed

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

### 6.2 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.

Proponents will also be required to sign a proponent agreement as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions.

### 6.3 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.

### 6.4 Actions by the Province/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;
- 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 Program or

Project or any part or parts of the works comprising the Program or a Project, including entering into negotiations with any person

- c. amend any part of this RFQ, including the scope or any other part of the Program, the dates, schedules, timelines, Submission Location, Submission Time, 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, any Respondent Team, any Respondent Member, or any prospective Respondent Member that it is or has become ineligible to participate in or continue participating in the RFQ 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, including any more complete, supplementary, and additional information or documentation, that Response; and
- g. not consider or evaluate any or all Responses;

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 RFQ process.

Without limiting any other provision of this RFQ, none of the Province, Infrastructure BC, BCTFA, TI Corp, 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, Respondent Team, or Respondent Member, 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, Respondent Team or Respondent Member or any other person in connection with, relating to or arising from any or all Responses, the Restricted Parties list (as described in Section 6.11.2 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 5.3 and this Section 6.4 of this RFQ, or any departure (fundamental or otherwise) from the provisions of this RFQ.

## 6.5 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.

## 6.6 Disclosure and Transparency

The Province expects to publicly disclose the following information during the RFQ phase, this RFQ, the number of Respondents and their Respondent Members, and the name of the Engineering and Design Firm Candidates.

The disclosure to the public of any information generated in relation to the Program 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.

## 6.7 No Communication or Collusion

Respondents, their Respondent Members 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 their Respondent Members 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.

## 6.8 No Lobbying

Respondents are to ensure that they and their respective Respondent Members 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, TI Corp, any Restricted Party, or any directors, officers, employees, consultants, advisors, representatives or agents of any of them, in relation to the Program, or this RFQ, , except as expressly directed or permitted by the Province.

## 6.9 Changes

### 6.9.1 Changes to Respondents

The Province intends to issue opportunities under the Program only to Respondents that have been shortlisted under this RFQ and added to the List as an Engineering and Design Firm Candidate. If 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), or there is a change to the legal relationship between Respondent Members 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 the Respondent and its Respondent Team, considered separately and as a whole, meeting or exceeding the suitability, knowledge, skills, resources, experience, qualifications and abilities of the Respondent and its Respondent Team, considered separately and as a whole, before the change. 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.

### 6.9.2 Changes to Proponents

The RFP will include a process consistent with that set out in Section 6.9.1 of this RFQ requiring that changes to a Proponent may only be made with the express written consent of the Province and that the Province, at its discretion, may consent or decline to consent to any such change, subject to such terms and conditions as the Province at its discretion may consider appropriate.

## 6.10 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 or any of its Respondent Members may have with the Province, or any agency, authority, board, tribunal, commission or department of the Province, Infrastructure BC, TI Corp, any Restricted Party, or any other person providing advice or services to the Province with respect to Program:

- 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 its Respondent Member 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, TI Corp, any Restricted Party or any other person providing advice or services to the Province with respect to the Project or Program, 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, in their discretion, consider actual, potential or perceived conflicts of interest and unfair advantage.

## 6.11 Relationships

### 6.11.1 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, any of its Respondent 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 Respondent, any of its Respondent 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 Respondent respecting the Respondents participation in the RFQ process; or

- b. as a Respondent Member or as an employee, advisor or consultant to the Respondent or a Respondent Member.

Each Respondent is responsible to ensure that, in connection with the Respondent's participation in the RFQ process, neither it nor any of its Respondent 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 except as permitted by this Section 6.11.

#### 6.11.2 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:

- Boughton Law Corporation
- Miller Thomson LLP
- DLA Piper (Canada) LLP
- The Province, BCTFA, TI Corp, or Infrastructure BC.

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.

#### 6.11.3 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.

The following have been identified as Shared Use persons:

- Emil Anderson Maintenance Co. Ltd., and
- Yellowhead Road & Bridge (Nicola) Ltd.

#### 6.11.4 Conflict of Interest Adjudicator

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.6.11.4 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and

all provisions of this Section 6.11.4 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.

#### 6.11.4.1 Request for Advance Rulings

A Respondent or Respondent Member or a current or prospective advisor or consultant to a Respondent or Respondent 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 in accordance with this Section 6.11.4.1.

To request an advance ruling, a Respondent or Respondent Member or a current or prospective advisor or consultant to a Respondent or Respondent Member should submit to the Contact Person by email, not less than 10 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 6.2 of this RFQ, all requests for advance rulings will be treated in confidence. If any person, including any Respondent or Respondent Member 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.

#### 6.11.4.2 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 6.11.4.1

#### 6.11.4.3 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, Respondent Members, 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.

#### 6.11.5 Exclusivity

Unless permitted by the Province, in its discretion, or permitted as a Shared Use person, each Respondent will ensure that none of its Respondent Members, participates as a member of any other Respondent in relation to a category (dollar value) and a highway corridor.

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, its Respondent Members, and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or Respondent 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 Respondent or Respondent Member should submit to the Contact Person, not less than ten (10) Business Days prior to providing a Response by email, the following information:

- a. names and contact information of the Respondent or prospective Respondent 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 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.

#### 6.11.5.1 Exclusivity - The Province May Request Advance Rulings

The Province may also independently make advance rulings or may seek an advance ruling from the Conflict of Interest Adjudicator, where the Province identifies a matter related to exclusivity. The Province will, if it seeks an advance ruling from the Conflict of Interest Adjudicator, provide the Conflict of Interest Adjudicator with relevant information in its possession. If the Province seeks an advance ruling from the Conflict of Interest Adjudicator, the Province will give notice to the Respondent so that it may make its own response to the Conflict of Interest 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 6.11.5 of this RFQ.

#### 6.11.5.2 Exclusivity - Rulings Final and Binding

The decision of the Province or the Conflict of Interest Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents and Respondent Members and the Province. The Province or the Conflict of Interest 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 Conflict of Interest Adjudicator regarding matters related to exclusivity to all Respondents if the Province, in its discretion, determines that the decision is of general application.

### 6.12 Legal Counsel

The Province has appointed DLA Piper (Canada) LLP (“DLA Piper”) as the Province’s legal counsel and as a result it is a Restricted Party. By submitting a Response, the Respondent and the Respondent on behalf of each Respondent Members expressly consents to DLA Piper continuing to represent the Province for all matters in relation to this RFQ and the Program and any Project, including any matter that is adverse to the Respondent, despite any information of the Respondent or any Respondent Member and any solicitor-client relationship that the Respondent or any Respondent Member may have had, or may have, with DLA Piper in relation to matters other than this RFQ and the Program and any Project.

This Section is not intended to waive any of the Respondent's rights of confidentiality or solicitor-client privilege. The Province reserves the right at any time to waive any provision of this Section.

#### 6.13 Fairness Reviewer

The Province has appointed Jane Shackell, Q.C., 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. The Fairness Reviewer will provide a written report upon completion of the evaluation of the initial Responses and periodically after that.

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. The Fairness Reviewer will also be engaged on any Projects that are competitively procured.

#### 6.14 No Representation for Accuracy of Information

None of the Province, BCTFA, TI Corp, 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.

## 7 DEFINITIONS

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 as described in Section 4.8 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)

“**Category A Project**” means those Projects included in the Program valued between \$20 million and \$50 million.

“**Category B Project**” means those Projects included in the Program valued over \$50 million.

“**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.

“**Community Benefits Agreement**” means the Community Benefits Agreement between BC Infrastructure Benefits Inc, on behalf of the Province and the Allied Infrastructure and Related Construction Council of BC.

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

“**Confidentiality Agreement**” means the form substantially as attached as Appendix B.

“**Conflict of Interest Adjudicator**” means the Conflict of Interest Adjudicator described in Section 6.11.4 of this RFQ.

**“Construction Firm Candidate”** means an entity who has responded to the Construction Services RFQ for the Program and has been qualified and added to the List.

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

**“Contract”** means a written contract executed by a Proponent and by the Province for the engagement of a Contractor.

**“Contractor”** means the firm(s) engaged by the Province to carry out the construction of the Project, as described in the Respondent’s Response, and as may be changed pursuant to this RFQ.

**“Engineering and Design Firm”** means the firm(s) engaged by the Province or Contractor to perform the design and/or project management functions for Projects related to this Program.

**“Engineering and Design Firm Candidate”** means an entity who has responded to the Engineering and Design Services RFQ and has been qualified and added to the List.

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

**“Fairness Reviewer”** means the Fairness Reviewer described in Section 6.13 of this RFQ.

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

**“Infrastructure BC”** means Infrastructure BC Inc.

**“Initial Submission Time”** means the submission time and date identified as such in the Summary of Key Information.

**“Limited Notice to Proceed Agreement”** means a form of agreement set out between the Province and Contractor allowing work to begin.

**“List of Engineering and Design Firm Candidates”** or **“List”** means the list of Engineering and Design Firm Candidates prepared and maintained by the Province.

**“Preferred Proponent”** means the Proponent, if any, selected by the Province as part of an RFP to enter into a Contract.

**“Program”** or **“BC Highway Reinstatement Program”** means multiple Projects, which form part of a large highway reinstatement work program which is anticipated to be carried out by multiple entities.

**“Project”** means the design and construction of specified infrastructure and related ancillary work, which forms part of the Program.

**“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.

**“Proponent”** means a Construction Firm Candidate, which may include an Engineering and Design Firm Candidate that has been invited to participate in the RFP phase of a Project.

**“Proposal”** means a submission prepared by a Proponent in response to the RFP.

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

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

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

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

**“Request for Information” or “RFI”** means a request for information as described in Section 4.5 of this RFQ.

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

**“Request for Proposals” or “RFP”** means the request for proposals which may be issued by the Province for a Project.

**“Request for Qualifications” or “RFQ”** means this request for qualifications issued by the Province.

**“Respondent”** means any party described in Section 1.3 of this RFQ that intends to or has submitted a Response.

**“Respondent Member”** means, where a Respondent consists of more than one person, each of the persons making up the Respondent.

**“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 Persons”** means those persons, if any, who are specifically named in Section 6.11.3 of this RFQ.

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

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

**“Summary of Key Information”** means the page or pages having the same name and forming a part of this RFQ.

**“TI Corp”** means Transportation Investment Corporation.

## 8 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

### BC Highway Reinstatement Program – Engineering and Design Services

#### Table of Contents

#### Part 1. Response Guidelines

#### Part 2. Evaluation

##### 2.1 Evaluation Criteria

##### 2.2 Response Content Requirements

**Attached Sample Forms:**                      **Form A-1: Project Experience Nominated Project  
Details**

**Form A-2: Design Area Evaluation Request**

## Part 1. Response Guidelines

### Responses should:

- a. Include all of the information requested in this Appendix A;
- b. Follow the outline of the submission content structure provided in Table 3 of this Appendix A;
- c. Be limited to 30 pages, excluding the Packages 1 and 3 (see Table 1). Material submitted which exceeds the page limit may not be evaluated, at the discretion of the Province;
- d. Be formatted for 8.5" x 11" paper size pages;
- e. Have text with 1.5 line spacing and minimum 11 point font size;
- f. Be submitted in three packages, in accordance with Table 1 of this Appendix A;
- g. Be submitted in a searchable PDF format;
- h. Contain a consolidated file containing the entire Response and an individual file for each package.

**Table 3: Submission Packages**

Package	Contents	Number of Copies
Package 1	1) Transmittal Letter; 2) Section 1 of Part 2.2 in this Appendix A; 3) Relationship Disclosure Form (see Appendix C of this RFQ) signed by the Respondent; 4) Response Declaration Form (see Appendix D of this RFQ) signed by the Respondent; and 5) A table listing all of the individuals and companies named in Package 2 of the Response.	One electronic copy
Package 2	Engineering and Design Services information (see Sections 2 and 3 of Part 2.2 of this Appendix A).	One electronic copy
Package 3	Financial information (see Section 4 of Part 2.2 of this Appendix A).	One electronic copy

**Part 2. Evaluation      2.1      Evaluation Criteria**

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

Without limiting in any way the Province’s rights and discretions, including in section 6.4 of this RFQ, in respect of any of the requirements referenced in Table 3, the Province may in its discretion, after reviewing the contents of the Response in accordance with section 4.1 of Table 3 of this Appendix A, discontinue the evaluation of any Response in accordance with the provisions of Section 5.3 of this RFQ.

**Table 4: Evaluation Framework**

Section	Evaluation Areas	Scoring
<b>Section 2 Design- Services</b>	<p>Strength and relevance of demonstrated experience and capability relating to:</p> <p>2.1 Corporate Experience and Performance in Technically Comparable Design Work</p> <p>2.2 Corporate Experience in and Performance of Engineering Services</p> <p>Note: Respondents do not need to be able to demonstrate experience in all of the sub-items of 2.1 and 2.2, but should be able to demonstrate experience in most of the categories.</p>	Out of 10 points for each Design Services area applied for.
<b>Section 3 Corporate Capability and Capacity to Perform the Design Services</b>	<p>Demonstrate the capability and capacity of the Respondent to perform the Design Services as set out in Section 2.1 above, including the resources available to perform the design services in British Columbia</p>	Out of 10 points per each Design Services area applied for.
<b>Section 4 Insurance</b>	Financial Capacity	Pass/Fail

## 2.2 Response Content Requirements

Responses should include the section numbers and titles provided in Table 3 and should indicate how the information provided by the Respondent relates to the specified content requirements in Table 3.

**Table 5: RFQ Response Content Structure and Requirements**

Section	Title	Response Content Requirements
<b>1.</b>	<b>Introduction, Nominated Projects</b>	
<b>1.1</b>	<b>Proposed Respondent</b>	Provide the legal name of the entity
<b>1.2</b>	<b>Contact Information</b>	<p>Provide the following details for the Respondent's Representative:</p> <ul style="list-style-type: none"> <li>i. Name</li> <li>ii. Employer</li> <li>iii. Mailing/courier addresses</li> <li>iv. Telephone numbers</li> <li>v. Email address</li> </ul> <p><b>Please note:</b></p> <p>The Respondent's Representative will be the only person to receive communication from the Contact Person regarding this RFQ</p>
<b>1.3</b>	<b>Nominated Projects</b>	<p>Submit a maximum of 8 Nominated Projects using Form A-1 of this Appendix A. Note that more current Nominated Projects (that have reached substantial completion within the last 7 years) may be considered to have greater relevance than older projects.</p> <p>Note: Nominated Projects must be a minimum value capital value of \$25 million. While the value of future Projects will be determined as Projects are developed by the Province, it is possible that some Projects may</p>

Section	Title	Response Content Requirements
		be well in excess of the minimum valued stated here, and demonstration of Respondent experience including the value of the Nominated Projects provided may be considered.
1.4	Evaluation Request	Submit a completed Form A- 2: Evaluation Request.
<b>2.</b>	<b>Corporate Experience and Track Record</b>	
2.1	<b>Corporate Experience and Performance in Technically Comparable Design Services</b>	<p>Using up to two (2) Project Experience Nominated Projects (for each numbered item below) relevant to highway infrastructure, describe the Respondent Team’s experience and capability for the following Design Services categories:</p> <ol style="list-style-type: none"> <li>i. Designing highways and structures in challenging geotechnical conditions;</li> <li>ii. Roads (including low volume roads);</li> <li>iii. Bridges (including in proximity to rail);</li> <li>iv. Hydrological; and use of technology to assist in adapting to Climate Change (for example early warning systems).</li> </ol> <p>Within the above Design Services categories or subsequent to the above, the Response should address the following:</p> <ul style="list-style-type: none"> <li>• Design solutions that address significant traffic management constraints, such as having few, if any, alternate routes; and</li> <li>• Integration of operations, maintenance and rehabilitation considerations with design and construction considerations.</li> </ul> <p>Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of a Project within the Program. Refer to Form A-1 for establishing relevance.</p>
2.2	<b>Corporate Experience and Performance in Engineering Services</b>	Using up to two (2) Nominated Projects (for each numbered item below) relevant to highway infrastructure, describe the Respondent’s experience and capability for the following categories:

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> <li>• Providing engineering and technical oversight services necessary for both the procurement and implementation phases of an integrated design and construction project (e.g., design-build), either on behalf of a construction firm or as an owner’s engineer, in particular structural engineering and highway design; and</li> <li>• Providing construction oversight services necessary for both the procurement and implementation phases of a design-build project, either on behalf of a construction firm or as an owner’s engineer, in particular structural and roadwork construction.</li> </ul> <p>Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-1 for establishing relevance.</p>
<b>3.0</b>	<b>Corporate Capability and Capacity to Perform the Design Services</b>	
<b>3.1</b>	<b>Corporate Capability/ Capacity</b>	Describe the experience, capability, and capacity of the Respondent Team to perform the Design Services as set out in Section 2.1 & 2.2 above, including a description of resource capacity available to perform the Design Services in British Columbia.
<b>4.</b>	<b>Financial Capacity</b>	
4.1	Insurance	Demonstrate the insurability of the Respondent/Design Firm by providing the following: <ul style="list-style-type: none"> <li>i. Commercial General Liability insurance coverage in accordance with Appendix F; and</li> <li>ii. Project-specific Professional Liability insurance coverage in accordance with Appendix G.</li> </ul>

### Form A-1 Project Experience Nominated Project Details

(Maximum 3 pages in length per project)

Respondent \_\_\_\_\_ Project number \_\_\_\_\_ (sequentially numbered 1 to 8)

Respondent Member(s) \_\_\_\_\_

Item	Notes to Respondents
<b>Name of project</b>	<i>Details including official project name and contract number (as applicable).</i>
<b>Location of project</b>	<i>Country, province/state, highway/road/bridge, site or project extent, urban/rural.</i>
<b>Project owner</b>	<i>Organization name.</i>
<b>Capital Value</b>	
<b>Contract period (term)</b>	<i>Contract commencement date, end of construction date, start of operations date and contract end date.</i>
<b>Time period of involvement</b>	<i>Commencement date and duration.</i>
<b>Description of project</b>	<i>Scope and complexity.</i>
<b>Relevance</b>	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>
<b>Current status of project</b>	<i>Describe the current status of the project relative to key milestone events.</i>
<b>Contract model</b>	<i>Contract model e.g., design-bid-build, design-build, design-build-finance, design-build-finance-operate, other.</i>
<b>Traffic volume</b>	<i>Total average daily traffic across all lanes (actual or estimated)</i>
<b>Role(s) on project</b>	<i>Specific role, duties and responsibilities of applicable Respondent Members, including the estimated total time (in hours) spent in each role on that project, and any additional information that demonstrates relevant experience and ability. 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.</i>
<b>Other information</b>	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>



**Form A-2 Design Area Evaluation Request**

Respondent \_\_\_\_\_

I declare this Respondent team’s interest to be evaluated for and provided opportunities for future participation in the following types of projects. By making this declaration, I understand that this Response will be evaluated for the categories listed below.

Highway Corridors	Highway 1 between Highway 11 and Spences Bridge	<input type="checkbox"/>
	Highway 5 between Hope and Merritt	<input type="checkbox"/>
	Highway 8 between Spences Bridge and Merritt	<input type="checkbox"/>

Design Opportunities	
Geotechnical	<input type="checkbox"/>
Roads	<input type="checkbox"/>
Bridges	<input type="checkbox"/>
Hydrological	<input type="checkbox"/>

The examples below are illustrative of the exclusivity language in Section 6.11.5.

If engineering and design company ABC responds to this RFQ with engineering and design company DEF as a joint venture and indicates interest in projects for a specific highway corridor (e.g. Highway 8), engineering and design company ABC can submit a separate RFQ Response for a different highway corridor (e.g. Highway 1). Engineering and design company DEF can also submit a separate RFQ Response for Highway 1.

It is NOT permitted for engineering and design company ABC to respond to this RFQ with engineering and design company DEF as a joint venture and indicate interest in projects for a specific highway corridor (e.g. Highway 8), and then for engineering and design company ABC to submit a separate RFQ Response on its own for projects for Highway 8.

It is permitted for engineering and design company ABC to respond to this RFQ with engineering and design company DEF as a joint venture and indicate interest in projects for a specific highway corridor (e.g. Highway 8), and then for engineering and design company ABC to submit a separate RFQ Response with engineering and design company GHI for projects for a different highway corridor (e.g. Highway 1).

## APPENDIX B – CONFIDENTIALITY AGREEMENT

### BC Highway Reinstatement Program

#### Confidentiality Agreement

##### 1. Interpretation

In this Agreement, the following terms have the following meanings:

**“Agreement”** means this Appendix B, which is subject to the RFQ.

**“Confidential Information”** means all documents, knowledge and information provided by the Province, a Province Party, or any of their Representatives (in each case, the "Disclosing Party") to, or otherwise prepared or obtained by, a Recipient or any of its Representatives (the "Receiving Party"), whether before or after the date of this Agreement and whether orally, in writing or other visual or electronic form, in connection with or relevant to the Program or the RFQ, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:

- (a) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
- (b) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which third party did not receive such information directly or indirectly under obligations of confidentiality;
- (c) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party (the onus of establishing which shall be on the Receiving Party);
- (d) was developed independently by the Receiving Party without the use of any Confidential Information (the onus of establishing which shall be on the Receiving Party); or
- (e) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

**“Permitted Purposes”** means evaluating the Program or any Project, preparing a Response and any other use permitted by this Agreement.

**“Province Parties”** means BC Transportation Financing Authority, Transportation Investment Corporation and Infrastructure BC.

**“Recipient”** means the Respondent or any other interested party who completes a Receipt Confirmation Form.

**“Representative”** means, a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser or subcontractor, or other Respondent Member or any other person contributing to or involved with the preparation or evaluation of a Response or proposal, as the case may be, or otherwise retained by a Recipient, the Province or a Province Party in connection with the Project.

All capitalized terms not otherwise defined in this Agreement have the respected meanings ascribed to them in Section 7 of the RFQ.

## **2. Confidentiality**

The Recipient will keep all Confidential Information strictly confidential and will not without the prior express written consent of an authorized representative of the Province, which may be unreasonably withheld, disclose or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

## **3. Ownership of Confidential Information**

The Province or the applicable Province Party owns all right, title and interest in the Confidential Information and subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, each Recipient will keep all Confidential Information that the Recipient receives, has access to or otherwise obtains strictly confidential for a period of three years after the date of this Agreement and will not, without the prior express written consent of an authorized representative of the Province, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

## **4. Limited Disclosure**

The Recipient may disclose Confidential Information only for Permitted Purposes to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Response or proposal and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify the Province

on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

#### **5. Destruction on Demand**

On written request of the Province or the Province Parties, the Recipient will promptly deliver to the Province or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and confirm that delivery or destruction to the Province in writing, all in accordance with the instructions of the Province or the Province Parties; provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

#### **6. Acknowledgement of Irreparable Harm**

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Province and/or a Province Party may be irreparably harmed if any provision of this Agreement were not performed, observed or complied with by the Recipient or any person or party to whom the Recipient provides or discloses Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Province and/or the Province Parties will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Province and/or the Province Parties may be entitled at law or in equity.

#### **7. Waiver**

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the Province and/or a Province Party will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

#### **8. Further Assurances**

On written request, the Recipient will execute and deliver or cause to be executed and delivered to the Province all such further documents, do or cause to be done all such further acts and things and give all such further assurances as in the opinion of the Province are necessary or advisable to give full effect to the provisions and intent of this Agreement. In addition, if requested by the Province, the Recipient will provide such written assurances as the Province or a Province Party, may request to confirm.

#### **9. Severability**

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

**10. Enurement**

This Agreement enures to the benefit of the Province, the Province Parties and their respective assigns and binds each Recipient and its successors.

**APPENDIX C – RELATIONSHIP DISCLOSURE FORM**

**BC Highway Reinstatement Program**

**Relationship Disclosure Form**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** (the “Province”)

**Re: BC Highway Reinstatement Program** (the “Program”)

**Request for Qualifications entitled “BC Highway Reinstatement Program Request for Qualifications”, as amended in accordance with its terms (the “RFQ”) for the Program**

**<insert Respondent name> Response**

The Respondent declares on its own behalf and on behalf of each of its Respondent Members:

1. this declaration is made to the best of the knowledge of the Respondent and each of the Respondent Members;
2. the Respondent and each of the Respondent Members have 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 and each Respondent Member has or has had with:
  - (i) any former or current officials, employees, representatives, or elected officials of the Province, BCTFA, TI Corp 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 any associate Project or that has confidential information about the Program or the RFQ, or
  - (iii) any Restricted Party or any current or former employee, shareholder, director or officer of any Restricted Party,(collectively, the “**Program 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 Program 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 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.**





**APPENDIX D – RESPONSE DECLARATION FORM**

**BC Highway Reinstatement Program**

**Response Declaration Form**

**To: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** (the “Province”)

**Re: BC Highway Reinstatement Program** (the “Program”)

**Request for Qualifications entitled “BC Highway Reinstatement Program RFQ – Engineering and Design Services”, as amended in accordance with its terms (the “RFQ”) for the Program**

**<insert Respondent name> Response**

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

1. Response

- (a) I am duly authorized to execute and deliver this Declaration on behalf of the Respondent and each of the Respondent Members;
- (b) The Respondent and each of the Respondent Members are bound by all statements and representations made in the Response;
- (c) the Respondent and each of the Respondent Members have 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, or any of them;
- (e) the Respondent and each of the Respondent Members have 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 members of the Respondent Team are 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 nor any of the Respondent Members 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

- (i) none of the Respondent nor any of the Respondent Members nor, to the knowledge of the applicable Respondent Member (after due and reasonable inquiry), any of their respective 'affiliates' (as defined in the *Business Corporations Act* (British Columbia)) is a Restricted Person as that term is defined in Exhibit 2.

## 2. Acknowledgements

- (a) The Respondent and the Respondent Members acknowledge 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 all or any of the Respondent and the Respondent Members (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 and the Respondent Members acknowledge 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.

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

**Exhibit 1 to Appendix D Respondent**

Name	Address	Respondent Member Role

Note: The Respondent and each Respondent Member should be identified by its correct and complete legal name.

## Exhibit 2 to Appendix D Restricted Person

For the purposes of this Appendix D – Declaration Form, “Restricted Person” means any person who, or any member of a group of persons acting together, any one of which:

- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada for reasons other than its trade or economic policies;
- (b) has as any part of its business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in the promotion, support or carrying out of terrorism;
- (c) in the case of an individual, he or she (or, in the case of a legal entity, any of the members of its board of directors or its senior executive) has been sentenced to imprisonment or otherwise given a custodial sentence, other than a suspended sentence, for any criminal offence, other than minor traffic offences, less than five years prior to the date at which the determination of whether the individual falls within this definition is being made;
- (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
- (e) is subject to a claim of any governmental authority having jurisdiction in any way over or in respect of any aspect of the Program or any Project under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made and which (in respect of any such pending claim, if it were to be successful) would, in the view of the Province, in either case, be reasonably likely to materially affect the performance by the Contractor of its obligations under a Contract; or
- (f) has been convicted of an offence under the *Competition Act* (Canada), the *Corruption of Foreign Public Officials Act* (Canada), the *Financial Administration Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), or has been convicted of the commission of a money laundering offence or a terrorist activity financing offence or a fraud or similar offence under the *Criminal Code* (Canada).

**APPENDIX E – REQUEST FOR INFORMATION FORM**

**BC Highway Reinstatement Program  
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 – UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE**

**BC Highway Reinstatement Program**

**Undertaking of Commercial General Liability Insurance**

Name of Respondent submitting a Response to the Request for Qualifications for the BC Highway Reinstatement Program

\_\_\_\_\_

We, the undersigned, as authorized representatives on behalf of “[Insert Name of Insurance Company – Not Broker]”, do hereby undertake and agree to provide “Wrap-Up” Commercial General Liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000.00) inclusive per occurrence, TEN MILLION DOLLARS (\$10,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, and product/completed operations liability with a limit of TEN MILLION DOLLARS (\$10,000,000.00) annual aggregate for a Project under the BC Highway Reinstatement Program if a contract is awarded to “[Insert Name of Respondent ]”, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

Dated at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_

Duly Authorized Representative of Insurance Company

**APPENDIX G – UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE**

**BC Highway Reinstatement Program  
Undertaking of Professional Liability Insurance**

Name of Respondent submitting a Response to the Request for Qualifications for the BC Highway Reinstatement Program

\_\_\_\_\_

We, the undersigned, as authorized representatives on behalf of “[Insert Name of Insurance Company – Not Broker]”, do hereby undertake and agree to provide Professional Liability insurance with a policy limit of not less than TEN MILLION DOLLARS (\$10,000,000) for a Project under the BC Highway Reinstatement Program if a contract is awarded to “[Insert Name of Respondent ]”, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

Dated at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_

Duly Authorized Representative of Insurance Company