

# Request for Qualifications

## Belleville Terminal Redevelopment Project - Phase II

Issued October 26, 2023  
Conformed with Addendum 001 - 003



## Summary of Key Information

**RFQ Title** The title of this RFQ is:  
Belleville Terminal Redevelopment Project - Phase II  
Please use this title on all correspondence.

**Contact Person** The Contact Person for this RFQ can be reached at: [bellevilleterminalprocurement@gov.bc.ca](mailto:bellevilleterminalprocurement@gov.bc.ca)

Please direct all Enquiries, by email, to the above-named Contact Person.

**No telephone Enquiries please.**

**Enquiries** Respondents are encouraged to submit Enquiries at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Owner; the Owner may, in its discretion, decide not to respond to any Enquiry.

**Receipt Confirmation Form** Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.

**Submission Time** The Submission Time is:  
11:00 Pacific Time on December 21, 2023

**Submission Location** By electronic upload to the Contact Person in accordance with Part 1 of Appendix A.



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# 1 Introduction

## 1.1 Purpose of this RFQ

This Request for Qualifications (RFQ) is issued by His Majesty the King in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (Province). The purpose of this RFQ is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the Belleville Terminal Redevelopment Project - Phase II (Project). Based on the evaluation of these Responses, the Province intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals (RFP) stage.

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.

Under the Competitive Selection Process, the Province is seeking to enter into a contract (Design-Build Agreement) with a qualified entity (Design-Builder) to execute the scope of work as described in Section 2.2 of this RFQ. The contract value is estimated to be between approximately \$180 million to \$200 million.

If a capitalized term used in this RFQ is not defined in Section 7, it will be defined in the Section of the RFQ in which it is first used.

## 1.2 Administration of this RFQ

Infrastructure BC Inc. (Infrastructure BC) is managing this RFQ and the Competitive Selection Process on behalf of the Province. Additional information about Infrastructure BC is available at [www.infrastructurebc.com](http://www.infrastructurebc.com).

## 1.3 Eligibility

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, 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.

## 1.4 Project Brief

The Province has issued a project brief (Project Brief) for the purpose of providing an informal and convenient summary of aspects of the Project. The Project Brief is not included as part of the RFQ or RFP, and is not intended to be included with, or referred



to in any way in interpreting the requirements of, the RFQ, the RFP, the Design-Build Agreement, or to in any way define or describe any party's rights with respect to the Project.



## 2 The Project

The Belleville Terminal is located in Victoria's Inner Harbour on the traditional territory of the lək̓wəŋən Peoples, known today as the Esquimalt and Songhees Nations. It is an international marine vehicle and passenger terminal owned by the British Columbia Transportation Financing Authority (BCTFA) and managed by the Province. The Belleville Terminal is a major tourism gateway and also provides international cross-border service for transporting travellers, goods, and services, as well as connecting families and businesses between Vancouver Island and Washington State in the United States of America (USA). The terminal serves two international cross-border ferry routes: the FRS Clipper Navigation Inc. (Clipper) operates the Clipper vessel, which is a foot-passenger-only service between Seattle and Victoria; and the Black Ball Ferry Line (Black Ball) which operates the Motor Vessel Coho, providing foot-passenger and vehicle service between Port Angeles and Victoria. Canada Border Services Agency (CBSA) and United States Customs and Border Protection agency (USCBP) provide border and security services for both operators at Belleville Terminal.

Figure 1 below illustrates the current layout of the Bellville Terminal.

**FIGURE 1: EXISTING BELLEVILLE TERMINAL SITE PLAN**



**Site Map:**

- |                          |   |
|--------------------------|---|
| 1. Clipper Navigation    | 5. US Customs and Border Protection (USCBP) |
| 2. Black Ball Ferry Line | 6. Steamship Wharf                          |
| 3. Steamship Building    |   |
| 4. Stores Building       |   |

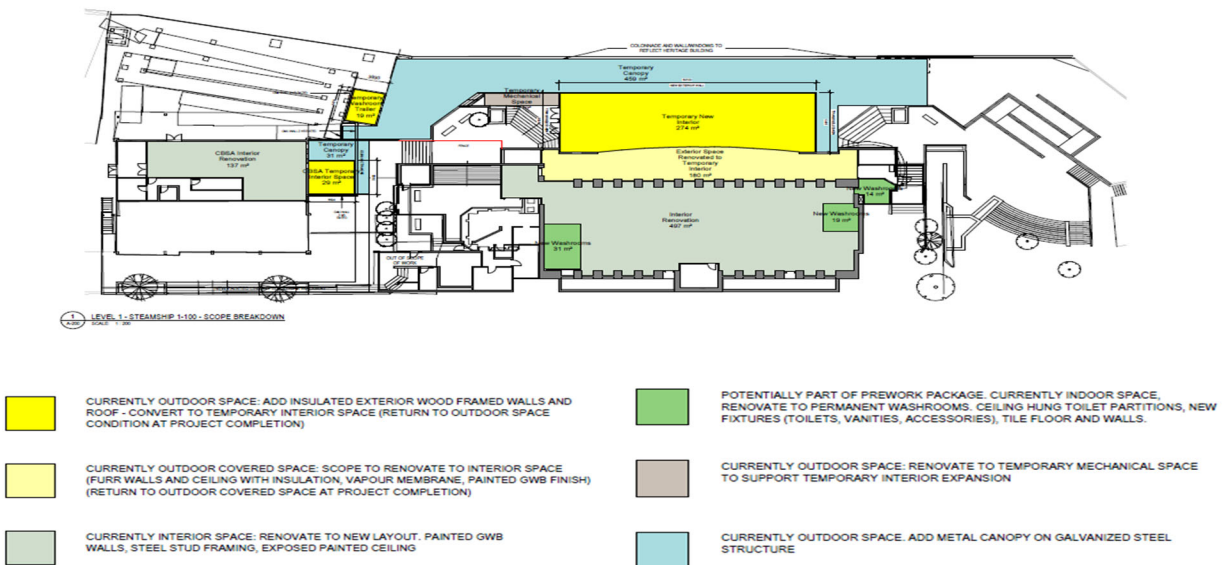


The Belleville Terminal Redevelopment Project includes two phases, phase I, which the Province is currently in the process of implementing and phase II (Project). A brief description of the two phases is detailed below.

## 2.1 The Belleville Terminal Redevelopment Project – Phase I

Phase I which falls outside the scope of the Project, involves the conversion of the Steamship building and wharf into a temporary terminal, as well as renovations to the Black Ball building. This will permit the Clipper operations, the USCBP pre-inspection border security processing, USCBP administration, CBSA arrivals screening and Black Ball vehicle ferry operations and administration to carry on operations during Phase II works. Refer to Figure 2 below for additional details.

**FIGURE 2: PHASE I - SITE PLAN**



## 2.2 The Belleville Terminal Redevelopment Project – Phase II or Project

The Project involves demolishing the existing Clipper Terminal infrastructure and constructing a new consolidated preclearance terminal building with modern border security standards that abide by the Land, Rail, Marine, and Air Transport Preclearance Agreement (LRMA) between the Government of Canada (Canada or federal government) and the USA<sup>1</sup>. The proposed new terminal will be located on the existing site of the Belleville Terminal and include a commercial goods processing facility and commercial retail space.

<https://www.treaty-accord.gc.ca/text-texte.aspx?id=105453>



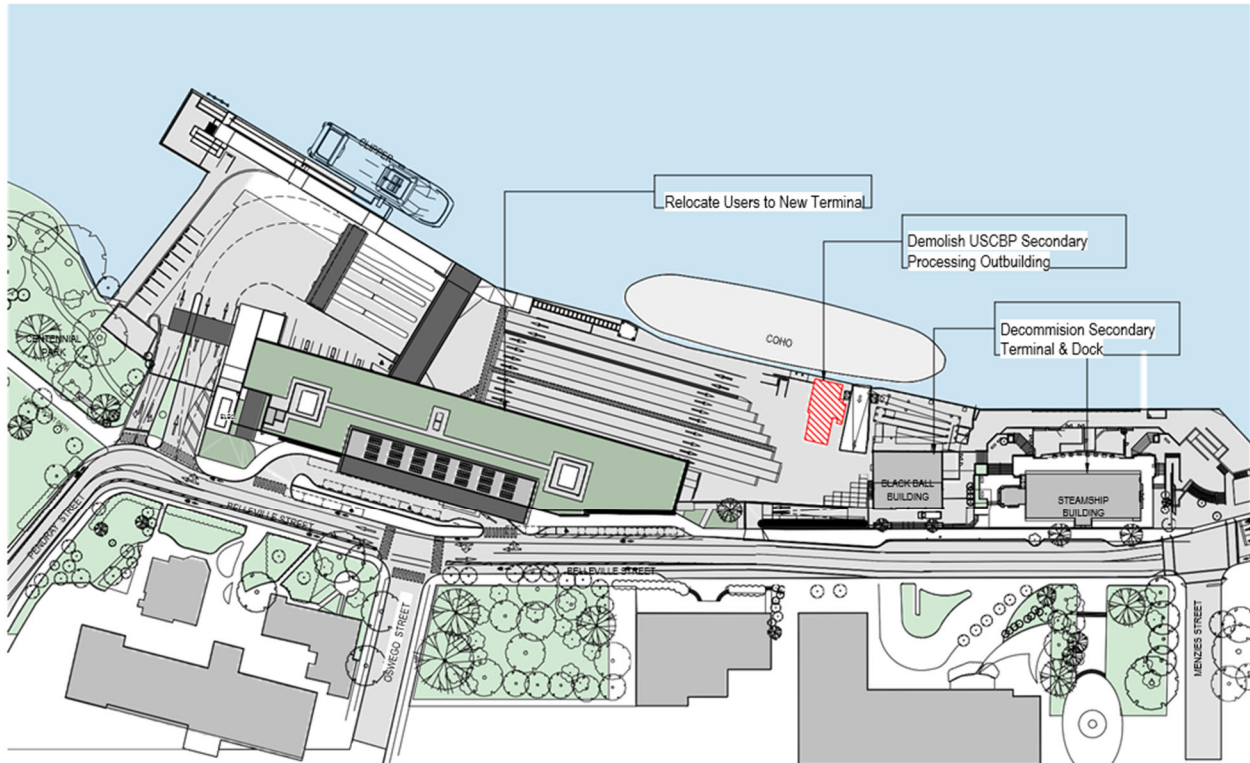
The overall anticipated scope of the Project is as follows:

- ⌘ Demolition of the Clipper Terminal, USCBP administrative building, current Clipper wharf, and Stores wharf;
- ⌘ Completion of environmental remediation and seismic improvements to the site, as required;
- ⌘ Upgrades to site services;
- ⌘ Construction of a new consolidated terminal building for both ferry operators, USCBP and CBSA;
  - Compliant with the LRMA and modern security and administrative control requirements; and
  - Includes third party commercial revenue opportunities (i.e., commercial retail units); and
  - Including a new commercial goods processing facility.
- ⌘ Construction of two new wharfs that will be used by marine vessels to accommodate commercial goods, vehicles, and multimodal passengers. The new wharfs will be raised from the levels of the existing wharfs;
- ⌘ Modifications to the existing Black Ball wharf as required;
- ⌘ Relocating both operators and border agencies into the new terminal; and
- ⌘ Demolition and removal of temporary structures from the Steamship building used to accommodate ongoing operations at the temporary terminal.

**Figure 3** below illustrates the Project's site plan from the indicative design.



**FIGURE 3 PHASE II - SITE PLAN**



### 2.3 Project Objectives

To aid with the development of the Project scope and infrastructure decisions, Project objectives have been established for the Project. The Project objectives include the following:

Categories	Project Objectives
Affordability & Delivery	Deliver the Project within the approved budget.
Transportation	Provide a safe and secure modern port of entry and terminal facility.  Provide a terminal facility that responds to current and long-term operational requirements.



Categories	Project Objectives
Economic Development	Create a transportation gateway and welcoming port of entry that drives the economy and supports the social and cultural values of the people of British Columbia and Canada.
Urban Revitalization	Ensure positive integration of the Project with surrounding community and urban landscape.
Environment	Provide a terminal facility that responds to current and long-term environmental requirements.
Social and Community	Advance BC's goals for Reconciliation with Indigenous peoples and implementation of the <i>Declaration Act Action Plan</i> .
Deliverability	Deliver an international ferry terminal service that is constructible, operable, and publicly accepted.

**2.4 Project Considerations**

In alignment with the Province's Environmental, Social and Governance Framework, which guides the delivery of key government priorities by applying an Environmental, Social and Governance lens to capital plan investments and initiatives, the Province considered the following six key components as part of the Project:

**2.4.1 ENGAGEMENT WITH INDIGENOUS GROUPS**

The Province is committed to reconciling with Indigenous groups based on the *Declaration on the Rights of Indigenous Peoples Act* and the *Updated Procedures for Meeting Legal Obligations When Consulting with First Nations*. Consequently, the Province has engaged with the Esquimalt and Songhees Nations to establish a benefits agreement to find joint opportunities that support economic and cultural goals, as well as advance the objectives of reconciliation and self-determination. A Liaison Committee has been established between the Province and the Esquimalt and Songhees Nations that meets regularly to discuss the Project, as well as future economic and cultural opportunities. The Liaison Committee works together to identify and refine interests and opportunities to be provided as part of the Project, including economic, cultural, and social opportunities for Esquimalt and Songhees Nations during the design, construction and subsequent operation of the Project.

In addition to engaging with Esquimalt and Songhees Nations, the Province has undertaken engagement with ten additional Indigenous groups that have identified



interests in the Project area: Cowichan Tribes, Halalt First Nation, Lyackson First Nation, Pauquachin First Nation, Penelakut First Nation, Stz'uminus First Nation, Tsartlip First Nation, Tsawout First Nation, Tseycum First Nation and Ts'uubaa-asatx Nation. The Province will continue to work with all 12 identified Indigenous groups (Indigenous Groups) as the Project moves forward.

Key elements of this Project's Indigenous engagement include:

- Incorporating Indigenous goals and objectives into project planning, contract requirements and deliverables;
- Ensuring that commitments to the Indigenous Groups are realized;
- Completing a Traditional Use Memo with Indigenous Groups specific to the Belleville Terminal property that complements existing studies undertaken by the Province;
- Developing an economic development strategy to provide immediate and ongoing opportunities to the Indigenous Groups; and
- Implementing a cultural recognition strategy with the Indigenous groups and Builder that will showcase indigenous art and presence in the new terminal.

#### 2.4.2 WOOD FIRST

The Project is required under the *Wood First Act* (British Columbia) to utilize, wherever possible, wood construction.

#### 2.4.3 MASS TIMBER

The mass timber<sup>2</sup> approach is in support of the Province's priority to simulate the forestry industry and generate new business opportunities within BC, as well as supporting the Project's vision, guiding principles, and objectives of environmental sustainability.

Mass timber has been integrated throughout the Project's indicative design, particularly in some exterior and structural components of the building, as well as the exposed cross-laminated timber ceiling. It is expected that the natural wood aesthetic will be

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<sup>2</sup> Mass timber means timber or engineered wood (including prefabricated panels, beams and columns made from thick, compressed layers of wood). [Mass timber - Province of British Columbia \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/spe/spe_bc/mass-timber)



maximized where possible, except where code or other considerations provide rationale otherwise.

#### 2.4.4 CLEANBC

CleanBC includes sustainability and environmental policies related to energy efficiency, reduction of green house gas (GHG) emissions, and adaptation to climate change. The Project will be designed to respect the environment, promote local materials, be energy efficient, and create healthy environments for the building's inhabitants and visitors.

In support of CleanBC, the Province has included high-performance building design and sustainability targets. The following criteria have been adopted for the Project:

- LEED® Gold and the Province's Environmental Stewardship Policy standards will be the minimum requirements for the Project;
- The new facility will achieve net-zero energy ready performance requirements; and
- The new facility will be an all-electric facility and will include a high performing building envelope that exceeds building code requirements.

#### 2.4.5 GENDER- BASED ANALYSIS PLUS (GBA+)

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

#### 2.4.6 LABOUR OBJECTIVES

As a key public-sector infrastructure project, the Project presents an opportunity to deliver good-paying jobs, better training, apprenticeships, and more trades opportunities for Indigenous peoples, and Underrepresented Groups to ensure local projects benefit BC workers, families, and communities.

To meet labour objectives the Project will be delivered using Procurement Contracting Terms (PCT), whereby the Province establishes objectives and collaborates with Proponents to develop targets, including performance measures, as well as monitoring and reporting requirements to meet the established objectives. Further details of the PCT are under development and will be provided to Proponents during the RFP stage of the Competitive Selection Process.



## **2.5 RFQ Data Room and Further Information**

A restricted access data website with background data relating to the Project (“RFQ Data Room”) is available. The RFQ Data Room contains documents in the possession of the Owner that the Owner has identified may be relevant to the Project, and that may be useful to Proponents. The Owner does not make any representation as to the relevance, accuracy or completeness of any of the information available in the Data Room except as the Owner may advise in writing with respect to a specific document. 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.

To receive access to the RFQ Data Room and any further information in connection with this RFQ (excluding Addenda which will be posted on BC Bid), Respondents are required to have fully completed, signed and returned the Receipt Confirmation Form and the Confidentiality Agreement, attached as Appendices B and C of this RFQ, to the Contact Person.

Public information relating to the Project is available on the Project Website at:

<https://www2.gov.bc.ca/gov/content/transportation-projects/belleville-terminal-redevelopment>

## **2.6 Advance Work by the Province**

The following sections provide an overview of the work undertaken on the Project to date, and work planned to be undertaken prior to Contract Execution.

### **2.6.1 APPROVAL**

The Project has been approved to proceed to procurement by the Province and was announced on June 30, 2023. Further Province approvals are expected to be required prior to issuance of the RFP and Contract Execution.

### **2.6.2 MUNICIPAL PERMITTING**

The Province has entered into a Municipal Contribution Agreement for the proposed Project, which includes a Land Transfer Agreement with the City of Victoria (City). Under the agreement the Province will assist in the development review and building



compliance review process for the Project. More details will be made available during the RFP phase of the Competitive Selection Process.

### 2.6.3 ARCHAEOLOGICAL

An Archaeological Impact Assessment has been completed in the areas surrounding the site, the associated report will be made available in the RFQ Data Room.

### 2.6.4 GEOTECHNICAL AND ENVIRONMENTAL

Geotechnical and environmental investigations have been undertaken to support the Project. The associated studies and summary reports will be made available in the RFQ Data Room.

### 2.6.5 STATEMENT OF REQUIREMENTS AND INDICATIVE DESIGN

The Province has completed the indicative design and is in the process of confirming its programming and drafting of performance specifications (Draft Statement of Requirements). As will be described in the RFP, the indicative design is not intended to restrict Proponents in their design of the Project. Indeed, the Province wishes to permit and encourage innovative design solutions from Proponents that offer benefits to the Province.

## **2.7 General Scope of Design-Builder's Responsibility**

### 2.7.1 DESIGN-BUILD AGREEMENT

The Project will be managed under a Design-Build Agreement. The Province will provide an Initial Draft Design-Build Agreement with the RFP which will include:

- a) Statement of Requirements for the design and construction of the Facility including the functional program, and any other works as required; and
- b) proposed commercial terms.

As part of the RFP, the Province will issue a Final Draft Design-Build Agreement which will be the basis upon which the Proposals will be submitted in response to the RFP.

### 2.7.2 GENERAL SCOPE OF RESPONSIBILITY

The Province anticipates that the general scope of the Design-Builder's responsibility under the Design-Build Agreement will be as follows:

- a) Design





The Design-Builder will be completely responsible for all aspects of the design for the Facility including the integration of the various building components with each other. The final design will comply with the Design-Build Agreement, including the Statement of Requirements.

b) Construction and Demolition

The Design-Builder will be completely responsible for construction including but not limited to:

1. obtaining applicable permits and approvals necessary for construction of the Facility;
2. provision of utilities and other site services required to support the Facility, including off-site works as required to connect the Facility to existing City infrastructure;
3. construction of the Facility and all other works ancillary to the Facility;
4. traffic management and ensuring continuous operations of the operators and border agencies during construction.
5. achieving substantial completion of the Facility by fall 2027; and
6. hazardous materials abatement and demolition in relation to the Project
  - i. including the construction of the Project; and
  - ii. the decommissioning and demolition of the phase I structures.

c) Communication and Consultation

The Province and the Design-Builder will work together on all aspects of public communication and consultation as set out in the Design-Build Agreement. Extensive consultation and engagement with Indigenous Groups, City, Border Agencies and operators are expected.



### 2.7.3 APPRENTICESHIPS

The Design-Builder will be required to comply with the Province’s “Apprentices on Public Projects in British Columbia Policy and Procedures Guidelines” (Apprentices Guidelines) in providing apprenticeship opportunities. The Apprentices Guidelines address use of registered apprentices and reporting on registered apprentices and trainees.

The Apprentices Guidelines are available at:

[https://www2.gov.bc.ca/assets/gov/business/economic-development/assets/apprentices-on-public-projects/policy\\_and\\_procedure\\_guidelines.pdf](https://www2.gov.bc.ca/assets/gov/business/economic-development/assets/apprentices-on-public-projects/policy_and_procedure_guidelines.pdf)

### 2.7.4 KEY INDIVIDUALS

The Design-Builder will be required to retain certain Key Individuals throughout the term of the Project. In this RFQ, the Province expects the Respondents to nominate the following Key Individuals:

1. Design-Build Director;
2. Design-Build Design Manager;
3. Design-Build Construction Manager
4. Lead Architect; and
5. Mass Timber Specialist

### 2.7.5 KEY INDIVIDUALS’ AVAILABILITY

The Province intends to include provisions in the Design-Build Agreement to address the availability of Key Individuals. In certain instances where a Key Individual resigns or is otherwise unavailable to perform their duties, and no replacement satisfactory to the Province has been retained within the specified timelines, certain deductions from payment or payments to the Province may be required in recognition of the resulting costs and/or losses or damages incurred by the Province. Any proposed replacement of a Key Individual will be required to possess expertise and experience that is similar to, if not better than, that of the unavailable Key Individual, and any such replacement is subject to approval of the Province.



## 2.7.6 ADDITIONAL KEY INDIVIDUALS

Respondents should anticipate that in the RFP the Province will, in its discretion, require within four weeks of the release of the RFP, as a condition of continued status as a Proponent, that Proponents nominate the following individuals:

- a) Mechanical Design Engineer Lead;
- b) Electrical Design Engineer Lead;
- c) Building Envelope Specialist;
- d) Border Security Specialist;
- e) Communications Manager; and
- f) Marine Works Specialist.

## 2.8 Commercial Terms

### 2.8.1 KEY COMMERCIAL TERMS

The following are some of the key commercial terms that the Province anticipates will be included in the Design-Build Agreement:

- a) **Payment:** The Province will make monthly progress payments to the Design-Builder over the construction period.
- b) **Price:** The Province will pay the Design-Builder a fixed contract price.
- c) **Schedule:** The Design-Builder will be required to achieve substantial completion of the Facility by a date set out in the Design-Build Agreement. The Province is targeting Fall 2027 and anticipates discussion of the proposed Project schedule with Proponents.
- d) **Risk Allocation:** The Design-Build Agreement will allocate risks to the party best able to manage that risk. Risks allocated to the Design-Builder will include but are not limited to design, construction, schedule, permitting, price, and geotechnical.
- e) **Warranty:** The Province anticipates requiring the Design-Builder to provide a warranty of two years for the Project.



## 3 Competitive Selection Process

This Section describes the process that the Province expects to use in the shortlist of Respondents, selection of a Preferred Proponent and the execution of the Design-Build Agreement. The anticipated Competitive Selection Process includes two stages:

- (a) the RFQ stage and
- (b) the RFP stage, which includes Contract Execution.

### 3.1 RFQ Stage

The Province anticipates that it will select a shortlist of no more than three Respondents to be Proponents, and then issue an RFP to that shortlist only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

### 3.2 RFP Stage

The Province's objective through the RFP stage is to select the Preferred Proponent with whom it may enter into the Design-Build Agreement. The RFP stage is expected to include:

#### 3.2.1 COLLABORATIVE MEETINGS

The RFP stage will include collaborative discussions (Collaborative Meetings) relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP, to allow Proponents to provide comments on Project-specific issues raised through the process. The Province intends for the meetings to be held in person in Victoria B.C., virtual attendance will be at the discretion of the Province.

The Province anticipates that the RFP stage will allow Proponents to provide input on the Initial Draft Design-Build Agreement as follows:

- a) the Province will invite each Proponent to review the Initial Draft Design-Build Agreement as provided with the RFP and then meet confidentially and separately with the Province to discuss any comments or amendments that the Proponent requests to be considered;
- b) the Province will consider all comments and requested amendments received from the Proponents and may, at the discretion of the Province, amend the Initial Draft Design-Build Agreement, and by one or more Addenda issue a revised Initial Draft Design-Build Agreement; and



- c) ultimately the Province will issue the Final Draft Design-Build Agreement as the common basis for the preparation of Proposals by the Proponents.

### 3.2.2 RFP SUBMISSION

The form of the RFP submission will be described in the RFP and is expected to address both technical and financial aspects of the Project. It is anticipated that a compliant technical submission addressing the technical aspects of the RFP will be submitted in advance of a financial submission. The RFP submission is expected to include the following:

- a) a fully binding Proposal to design and build the Facility;
- b) a commitment to enter into the Design-Build Agreement by the Design-Builder; and
- c) committed pricing for the Project, inclusive of all fees and taxes except GST.

### 3.3 Compensation for Participation in the Competitive Selection Process

The Province will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.

If the Competitive Selection Process continues into the RFP stage, the Province intends to make provision for partial compensation in the amount of \$1.0 million inclusive of all taxes, payable to each unsuccessful Proponent in accordance with the terms of the RFP.

### 3.4 Competitive Selection Timeline

The following is the Province’s estimated timeline for the Competitive Selection Process and the Project:

Activity	Estimated Date
RFQ Issue	October 26, 2023
Introductory Project Meeting	November 9, 2023
RFQ Submission Time	December 21, 2023
Announce Shortlisted Respondents	February 2024



Activity	Estimated Date
Issue RFP and Initial Draft Design-Build Agreement to Proponents	February 2024
All Proponent Kickoff Meeting	March 2024
Collaborative Meeting (workshop) #1	March 2024
Collaborative Meeting (workshop) #2	May 2024
Business-to-Business Networking Session	May 2024
Collaborative Meeting (workshop) #3	June 2024
Issue Final Draft Design-Build Agreement	July 2024
Submission Time for Technical Submissions	July 2024
Submission Time for Financial Submissions	October 2024
Selection of Preferred Proponent	October 2024
Contract Execution	November 2024
Design and Constructions Commences	November 2024

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

### 3.5 Introductory Project Meeting

The Province intends to hold an introductory meeting to introduce the Project and to which all interested parties will be invited. The date of this meeting will be November 9, 2023 in Victoria, B.C. and is anticipated to be in person with virtual meeting platform available for those who cannot attend in person. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details. Attendance will not be mandatory.

A list of those attendees that have registered through the Contact Person will be made available to those who have submitted a Receipt Confirmation Form. The PowerPoint presentation from the introductory project meeting will be made available after the meeting to interested parties who have submitted a Receipt Confirmation Form. Minutes will not be prepared or circulated. No information from the meeting may be relied upon unless set out in an Addendum.



## 4 Submission and Process Instructions

### 4.1 Mandatory Requirements

Responses to this RFQ must be received at the Submission Location before the Submission Time as stated in the Summary of Key Information (Mandatory Requirements). Responses received after the Submission Time will not be considered. All times will be determined with reference to the clock used by the Contact Person for that purpose.

### 4.2 Response Form and Content

Responses to this RFQ should be in the form and content described in Appendix A.

### 4.3 Language of Responses and Enquiries

Responses should be in English. Any portion of a Response not in English may not be evaluated, and any Enquiry not in English may not be considered.

### 4.4 No Fax

Responses submitted by fax will **not** be accepted.

### 4.5 Receipt of Complete RFQ

Respondents are solely responsible to ensure that they have received the complete RFQ, as listed in the table of contents, plus any Addenda. Each and every Response is deemed to be made on the basis of the complete RFQ issued prior to the Submission Time. The Province accepts no responsibility for any Respondent that does not receive all RFQ information.

### 4.6 Receipt Confirmation Form

Other than Addenda which will be posted at <https://www.bcbid.gov.bc.ca>, any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form (Appendix B). This form is to be completed, executed and delivered to the Contact Person via email.

### 4.7 Enquiries

All enquiries regarding any aspect of this RFQ should be directed to the Contact Person by email (each an Enquiry).



Respondents are encouraged to submit Enquiries using the Enquiry Form (Appendix J) at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Province; the Province may, in its discretion, decide not to respond to any Enquiry.

The following will apply to any Enquiry:

- a) any responses will be in writing;
- b) Enquiries to, and responses from, the Contact Person will be recorded;
- c) a Respondent may request that a response to an Enquiry be kept confidential if the Respondent considers the Enquiry to be commercially sensitive, and if the Province decides that an Enquiry should be distributed to all Respondents, then the Province will permit the enquirer to withdraw the Enquiry rather than receive a response;
- d) subject to Section 4.7 (c), any Enquiry 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 Competitive Selection Process. The Province may keep either or both the Enquiry 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 Enquiry.

#### **4.8 Unofficial Information**

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.

#### **4.9 Delivery and Receipt of Email Communications**

No fax communication with the Contact Person is permitted with respect to the Project. The following provisions will apply to any communications with the Contact Person, or the delivery of documents to the Contact Person, by email or other electronic means where such email communications or email or electronic delivery is permitted by the terms of this RFQ:





The Province does not assume any risk or responsibility or liability whatsoever to any Respondent:

- a) for ensuring that any electronic email system or computer system being operated for the Province or Infrastructure BC is in good working order, able to receive emails or electronic deliveries, or not engaged in receiving other emails or electronic deliveries such that a Respondent's email or electronic delivery cannot be received; and/or
- b) if a permitted email communication or electronic delivery (including electronic delivery of a Response) is not received by the Contact Person, or received in less than its entirety, within any time limit specified by this RFQ.

All permitted email communications with, or electronic delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment or by the clock used by the Contact Person for that purpose.

#### **4.10 Addenda**

The Province may, in its discretion through the Contact Person, amend or clarify the terms or contents of this RFQ at any time before the Submission Time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication, whether written or oral, including written responses to Enquiries as provided by Section 4.7, will be included in, or will in any way amend or clarify this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the Province is authorized to amend or clarify this RFQ. The Province will send a notification of any Addendum to all parties who have delivered a completed Receipt Confirmation Form.

#### **4.11 Definitive Record**

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

#### **4.12 Revisions Prior to the Submission Time**

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



#### **4.13 Response Declaration Form**

Respondents are required to complete the Response Declaration Form, substantially in the form attached as Appendix D or as otherwise acceptable to the Province, in the Province's discretion, and should include the completed form as part of its Response. The Response Declaration Form will be executed by a signatory with the authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent Representative

#### **4.14 Relationship Disclosure Form**

Respondents are required to complete the Relationship Disclosure Form, substantially in the form attached as Appendix E, or as otherwise acceptable to the Province, in the Province's discretion, and should include the completed form as part of their Response. The Relationship Disclosure Form will be executed by a signatory with the authority to bind each member of a Respondent Team, and for clarity such signatory may be different than the Respondent Representative.



## 5 Evaluation

The evaluation of Responses will be carried out by the Province with assistance from other persons as the Province may decide it requires, including technical, financial, legal and other advisors or employees of the Province or Infrastructure BC.

### 5.1 Evaluation Criteria

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

### 5.2 Evaluation and Selection Procedures

The Province will evaluate Responses based on the information described in Table 3 of Appendix A and may in its discretion also consider any or all additional information received from the steps described in (a)-(e) below.

To assist in the evaluation of the Responses, the Province may, in its discretion, but is not required to:

- a) conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals;
- b) conduct any additional investigations and/or seek any additional information that it considers necessary in the course of the Competitive Selection Process, including:
  - i. criminal background and security clearance investigations to any Respondent Team member; and
  - ii. with respect to Nominated Projects and projects in which a Respondent Team member has been involved in the last ten years but which are not Nominated Projects;
- c) seek clarification of a Response or supplementary information from any or all Respondents;
- d) request interviews with any, some, or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information; and



- e) rely on and consider in the evaluation of the Responses any information obtained as a result of such reference checks, investigations, requests for clarification or supplementary information, interviews, and/or any additional information that it receives during the evaluation process.

The Province is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, discontinue detailed evaluation of any Respondent for any reason, including if the Province:

- a) considers a Response to be incomplete;
- b) after reviewing the information submitted in a Response relating to the requirements set out in Section 4 of Table 3 of Appendix A, considers that the information submitted is insufficient to demonstrate to the satisfaction of the Province, in its discretion, that the Design-Builder has the financial capacity to fulfill its obligations in respect of the Project; or
- c) judges the Response or response, when compared to the Responses of other Respondents, to not be in contention to be shortlisted.

The Province will notify Respondents of the RFQ results by sending a written notice to the Respondent Representative.

The Province will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within 60 days after a shortlist has been announced. In a debriefing the Province will discuss the relative strengths and weaknesses of that Respondent's Response, but the Province will not disclose or discuss any confidential information of another Respondent.

### **5.3 Interviews**

Respondents may be required by the Province to have interviews regarding their Response during the evaluation process at the request of the Province. The presentations should be specific to the Project and should not contain any marketing information of the Respondent or any member of the Respondent Team.

### **5.4 Changes to Respondent Teams**

The Province intends to issue the RFP only to Respondents that have been shortlisted under this RFQ as Proponents for the RFP stage. If, for any reason, after the



Submission Time a Respondent wishes or requires to add, remove or otherwise change a member of its Respondent Team, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Respondent Team, or there is a change to the legal relationship among any or all of the Respondent and its Respondent Team members, then the Respondent will submit a written application to the Province for approval, including supporting information that may assist the Province in evaluating the change. The Province, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Province will consider the objective of achieving a Competitive Selection Process that is not unfair to the other Respondents. For clarity:

- a) if the application is made after the Proponents have been determined, the Province may refuse to permit a change to the membership of a Respondent Team if the change would, in the Province's judgment, result in a weaker team than was originally shortlisted; or
- b) the Province may, in the exercise of its discretion, permit any changes to a Respondent Team, including changes as may be requested arising from changes in ownership or control of a Respondent or a Respondent Team member, or changes to the legal relationship among the Respondent Team members such as the creation of a new joint venture or other legal entity or relationship in place of the Respondent Team.

The Province's approval may include such terms and conditions as the Province may consider appropriate. This Section 5.4 will apply until issuance of the RFP.



## 6 RFQ Terms and Conditions

### 6.1 No Obligation to Proceed

This RFQ does not commit the Province in any way to proceed to an RFP stage or award a contract, and the Province reserves the complete right to, at any time, reject all Responses and to terminate the Competitive Selection Process established by this RFQ and proceed with the Project 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 applicable laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Province as part of the Response for the purposes of this RFQ and the Competitive Selection Process.

### 6.3 Confidentiality of Province Information

All non-public information pertaining to, or provided by or on behalf of, Infrastructure BC or the Province obtained by a Respondent as a result of participation in this RFQ is confidential and will not be disclosed without written authorization from Infrastructure BC or the Province (as applicable). Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

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

Proponents will also be required to sign a Participation Agreement as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions. The Province expects that the form of the Participation Agreement will be substantially as set out in Appendix F.



The Province has engaged Infrastructure BC. Infrastructure BC has been, and continues to be involved in other projects, and the Province may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of the RFQ, the Province may in its discretion disclose information that is available from this Project to Infrastructure BC and other projects and may obtain information from other projects.

#### **6.4 Cost of Preparing the Response**

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

#### **6.5 No Representation or Warranty**

Each Respondent acknowledges by its submission of a Response that it has investigated and satisfied itself of every condition that affects the Project. Each Respondent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the Province, Infrastructure BC, the Contact Person or any advisor to the Province, other than the information contained in this RFQ. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and that the Respondent is willing to assume, and does assume, all risks affecting the Project, except as otherwise specifically stated in this RFQ. The Province accepts no responsibility for any Respondent lacking any information.

#### **6.6 Reservation of Rights**

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

- a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- b) accept or reject any Response based on the Evaluation Criteria as evaluated by the Province;
- c) disqualify a Response that fails to meet the Mandatory Requirements set out in Section 4.1, or for any of the reasons set out in Part 2 of Appendix A, or any other reason the Province determines appropriate;



- d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;
- e) not accept any or all Responses;
- f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- g) re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- h) make any changes to the terms of the business opportunity described in this RFQ; and
- i) amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

## **6.7 Limitation of Damages**

Each Respondent, by submitting a Response, agrees that in no event will the Province, BCTFA or Infrastructure BC, or any of their employees, advisors or representatives, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against the Province, BCTFA or Infrastructure BC or any of its employees, advisors or representatives if the Province for any reason whatsoever:

- a) does not select a shortlist of Respondents;
- b) suspends, cancels or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of this RFQ or both);





- c) accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s);
- d) under the terms of this RFQ, permits or does not permit a Restricted Party to advise, assist or participate as part of a Respondent Team; or
- e) for any breach or fundamental breach of contract or legal duty of the Province, whether express or implied.

The Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Competitive Selection Process or for any other reason whatsoever.

## **6.8 Ownership of Responses**

All Responses submitted to the Province become the property of the Province.

## **6.9 Disclosure and Transparency**

The Province is committed to an open and transparent Competitive Selection Process while understanding the Respondents' need for protection of confidential commercial information. To assist the Province in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavour.

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

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, will be coordinated with, and is subject to prior approval of, the Province.

Respondents will notify the Province of any and all requests for information or interviews received from the media.

Respondents will ensure that all members of the Respondent Team and all others associated with the Respondent also comply with these requirements.



## **6.10 No Communication or Collusion**

By submitting a Response, a Respondent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Respondent Team, represents and confirms to the Province, with the knowledge and intention that the Province may rely on such representation and confirmation, that its Response has been prepared without collusion or fraud, and in fair competition with Responses from other Respondents.

Respondents and their Respondent Team members are not to discuss or communicate, directly or indirectly, with other Respondents or their Respondent Team members or any of their respective directors, officers, employees, consultants, advisors, agents or representatives regarding the preparation, content or submission of their Responses or any other aspect of the Competitive Selection Process.

## **6.11 No Lobbying**

Respondents and their respective Respondent Teams, the members of their Respondent Teams, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFQ, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFQ) will attempt to communicate in relation to the Project, this RFQ, or the Competitive Selection Process, directly or indirectly, with any representative of the Province, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, or any Members of the Legislative Assembly) any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

In the event of any lobbying or communication in contravention of this Section by any Respondent, Respondent Team members, or their respective directors, officers, employees, consultants, agents, advisors or representatives, the Province in its discretion may at any time, but will not be required to, reject any and all Responses submitted by that Respondent without further consideration.

## **6.12 Relationship Disclosure and Review Process**

The Province reserves the right to disqualify any Respondent that in the Province's opinion has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or may permit the Respondent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise required by the Province.



Respondents will submit the form attached as Appendix E and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent Team, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with the Province, Infrastructure BC (or any members of the Province or Infrastructure BC) or others providing advice or services to the Province with respect to the Project, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

For the purposes of this RFQ, references to unfair advantage include references to confidential information that is not, or would not reasonably be expected to be, available to all Respondents.

The Province and the Conflict of Interest Adjudicator may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

A description of the “Relationship Review Process Description” is posted in the RFQ Data Room.

#### 6.12.1 USE OR INCLUSION OF RESTRICTED PARTIES

The Province may, in its discretion, disqualify a 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 is a Restricted Party, or if the Respondent uses a Restricted Party:

- a) to advise or otherwise assist the Respondent respecting the Respondent’s participation in the Competitive Selection Process; or
- b) as a Respondent Team member or as an employee, advisor or consultant to the Respondent or a Respondent Team member.

Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Respondent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Respondent Team except as permitted by this Section 6.12.



## 6.12.2 CURRENT RESTRICTED PARTIES

At this RFQ stage, and without limiting the definition of Restricted Parties, the Province has identified the following persons as Restricted Parties.

- ☺ Aercoustic Engineering
- ☺ Muniak Enterprise Inc.
- ☺ PMG Landscape Architects
- ☺ Connect Landscape Architecture
- ☺ Lighthouse Sustainability Society
- ☺ Senez Consulting Ltd.
- ☺ Advicas Groups Consultants Inc.
- ☺ Cumberland Capital Projects Ltd.
- ☺ Gar Consulting Inc.
- ☺ Getsmart Solutions Inc.
- ☺ Major Crown Projects Inc
- ☺ MMK Consulting Inc.
- ☺ SNC-Lavalin Inc.
- ☺ Ausenco Sustainability Inc
- ☺ Good Insights Strategy Inc.
- ☺ Kasian Architecture Interior Design and Planning Ltd.
- ☺ Kimbo Design Inc.
- ☺ Millennia Research Ltd
- ☺ Stantec Consulting Ltd
- ☺ Two Worlds Consulting Ltd



- ☺ SSA Quantity Surveyors Ltd
- ☺ Ernst & Young Orenda Corporate Finance Inc. and Real Estate Services Inc.
- ☺ Capex Project Advisory Services Inc.
- ☺ Kerr & Associates Consulting Inc
- ☺ Norton Rose Fulbright Canada LLP
- ☺ LMDG Building Code Consultants Ltd
- ☺ Inhabit Designs Inc
- ☺ Boughton Law Corporation (COI Adjudicator)
- ☺ John R. Singleton, K.C. (Fairness Reviewer);
- ☺ Singleton Urquhart Reynolds Vogel LLP;
- ☺ Black Ball Ferry Line.
- ☺ Clipper Navigation Ltd.
- ☺ The Province, BCTFA and Infrastructure BC, including their former and current employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties. Additional persons may be added to, or deleted from, the list during any stage of the Competitive Selection Process through an Addendum.

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

### 6.12.3 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. As of the date of this RFQ, no Shared Use Persons have been identified.

#### 6.12.4 CONFLICT OF INTEREST ADJUDICATOR

The Province has appointed a COI Adjudicator (COI Adjudicator) to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party.

The COI Adjudicator and the Province may make decisions or exercise rights under this Section 6.12 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 6.12 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.

#### 6.12.5 REQUEST FOR ADVANCE DECISION

A Respondent or a prospective member or advisor of a Respondent Team who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent Team is or may be a Restricted Party, or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this Section 6.12.5.

To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent Team should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time by email, the following information:

- a) names and contact information of the Respondent and the person for which the advance opinion is requested;
- b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of confidential information; and
- d) copies of any relevant documentation.



The Province may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the Province refers the request to the COI Adjudicator, the Province may provide input regarding the issues raised to the COI Adjudicator.

Subject to Section 6.2, all requests for advance decisions will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

#### 6.12.6 THE PROVINCE MAY REQUEST ADVANCE DECISION

The Province may also independently make advance decisions or may seek an advance decision 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 decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Province seeks an advance decision from the COI Adjudicator, the Province will give notice to the possible Respondent and may give notice to the possible Restricted Party so that they may provide input regarding 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 6.12.5.

#### 6.12.7 DECISIONS FINAL AND BINDING

The decision of the Province or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team 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.

#### 6.12.8 EXCLUSIVITY

Unless permitted by the Province, in its discretion, or permitted as a Shared Use Person, each Respondent will ensure that no member of its Respondent Team, any firm or employer of any of its Key Individuals, or any Affiliated Person of any member of its Respondent Team, or any firm or employer of any of its Key Individuals, participates as a member of any other Respondent Team.

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, each member of its Respondent Team, and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or a prospective Respondent Team member who has any concerns regarding whether participation does, or will, contravene the foregoing is encouraged to request an advance decision. To request an advance decision on matters related to exclusivity, the Respondent or prospective Respondent Team member should submit to the Contact Person, not less than ten (10) Business Days prior to the Submission Time by email, the following information:

- (a) names and contact information of the Respondent or prospective Respondent Team member making the disclosure;
- (b) a description of the relationship that raises the possibility of non-exclusivity;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
- (d) copies of any relevant documentation.

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

#### 6.12.9 EXCLUSIVITY – THE PROVINCE MAY REQUEST ADVANCE DECISIONS

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





The onus is on the Respondent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Province may require that the Respondent make an application under Section 6.12.8.

#### 6.12.10 EXCLUSIVITY – 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 Team 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 circumstance in which a decision may be amended or supplemented.

The Province may provide any decision by the Province or the COI Adjudicator regarding matters related to exclusivity to all Respondents if the Province, in its discretion, determines that the decision is of general application.

#### 6.13 Legal Counsel

Norton Rose Fulbright LLP is a Restricted Party. By submitting a Response, the Respondent and the Respondent on behalf of each Respondent Team member expressly consents to Norton Rose Fulbright LLP continuing to represent the Province for all matters in relation to this RFQ and the Project, including any matter that is adverse to the Respondent, despite any information of the Respondent or any Respondent Team member and any solicitor-client relationship that the Respondent may have had, or may have, with Norton Rose Fulbright LLP in relation to matters other than this RFQ and the 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.

#### 6.14 Fairness Reviewer

The Province has appointed John Singleton, K.C., as the fairness reviewer (Fairness Reviewer) to monitor the Competitive Selection Process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Reviewer will provide a written report to the Province that the Province will make public.

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, in 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 Competitive Selection Process.



## 7 Definitions and Interpretation

### 7.1 Definitions

In this RFQ:

“**Addenda**” or “**Addendum**” means each amendment to this RFQ issued by the Contact Person as described in Section 4.10.

“**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.

“**Apprentices Guidelines**” has the meaning set out in Section 2.7.3.

“**BCTFA**” means the British Columbia Transportation Financing Authority.

“**Black Ball**” means Black Ball Ferry Line.



**“Border Security Specialist”** means the individual responsible for leading the security design component of the Project to meet the requirements of the CBSA and USCBP. This individual is expected to have security expertise and possess direct experience in the security requirements of the CBSA and USCBP.

**“Building Envelope Specialist”** means the individual responsible for the design and construction reviews of the building elements providing environmental separation as outlined in the Design-Build Agreement.

**“Business Day(s)”** means a standard day for conducting business, excluding government holidays and weekends.

**“CBSA”** means Canada Border Services Agency.

**“City”** means the Victoria BC.

**“Claim”** means any claim, demand, liability, damage, loss, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

**“Clipper”** means FRS Clipper Navigation Inc.

**“Collaborative Meetings”** has the meaning set out in Section 3.2.1.

**“Competitive Selection Process”** means the overall process for the selection of a Preferred Proponent for the Project including, but not limited to, this RFQ.

**“Communications Manager”** means the individual responsible for leading the Design-Builder’s communications activities for the Project.

**“Confidential Information”** has the meaning set out in Appendix C.

**“Confidentiality Agreement”** means the agreement referred to in Appendix C to this RFQ.

**“Conflict of Interest Adjudicator”** or **“COI Adjudicator”** has the meaning set out in Section 6.12.4

**“Contact Person”** means the person identified as such in the Summary of Key Information, or such other person as may be appointed by the Province for that purpose.



**“Contract Execution”** means the time when the Design-Build Agreement and all other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Design-Build Agreement have been satisfied.

**“Design-Build Agreement”** has the meaning set out in Section 1.1.

**“Design-Build Construction Manager”** means the individual responsible for leading the construction of the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Design-Build Director”** means the individual who represents the Design-Builder and has overall responsibility to design and build the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Design-Build Design Manager”** means the Design-Builder’s representative in charge of oversight of the Design Firm(s), as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Design-Builder”** means the individuals, corporations, other entities or the underlying legal entities that make up a legal structure and who have the direct responsibility to design and build the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Design Firm(s)”** means the firm(s) engaged by the Design-Builder to design the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Electrical Design Engineer Lead”** means the individual responsible for leading the electrical design of the Project.

**“Enquiry”** has the meaning set out in Section 4.7.

**“Evaluation Criteria”** means the criteria referred to in Section 2.2 of Appendix A.

**“Facility”** means the new terminal and related infrastructure to be designed and constructed by the Design-Builder pursuant to the Design-Build Agreement.

**“Fairness Reviewer”** has the meaning set out in Section 6.14.



**“Final Draft Design-Build Agreement”** means the final draft form of Design-Build Agreement issued under the RFP, as amended pursuant to the terms of the RFP.

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

**“FRS Clipper”** has the meaning set out in Section 2.

**“Gender Based Analysis Plus”** or **“GBA+”** has the meaning set out in Section 2.4.5

**“GHG”** means green house gas.

**“GST”** means Goods and Services Tax.

**“Guarantor”** means an entity providing financial and/or performance support to the Design-Builder by way of a guarantee or a commitment to provide a parent company guarantee or other proposed credit support in relation to the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

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

**“Initial Draft Design-Build Agreement”** means the draft form of Design-Build Agreement issued under the RFP, as amended pursuant to the terms of the RFP.

**“Key Individuals”** of a Respondent Team means the specific individuals, exclusive to the Respondent, filling the following roles (or equivalent), as described in the Respondent’s Response and as may be changed pursuant to this RFQ:

- a) Design-Build Director;
- b) Design-Build Design Manager;
- c) Lead Architect;
- d) Design-Build Construction Manager;
- e) Mass Timber Specialist;

Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles. A Key Individual role may only be filled by one individual.



**“Lead Architect”** means the individual responsible for leading the design of the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Liaison Committee”** has the meaning set out in Section 2.4.1.

**“LRMA”** has the meaning set out in Section 2.2.

**“Mandatory Requirements”** has the meaning set out in Section 4.1.

**“Marine Works Specialist”** means the individual responsible for design and construction reviews of all marine related works for the Project.

**“Mass Timber Specialist”** means the individual responsible for mass timber related components of the Project as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Mechanical Design Engineer Lead”** means the individual responsible for leading the mechanical design of the Project.

**“Minimum Requirements”** has the meaning set out in Appendix A.

**“Nominated Projects”** means a project nominated by the Respondent in its Response, as requested in Section 1.3 of Part 3 of Appendix A.

**“Participation Agreement”** means the form substantially as attached as Appendix F.

**“PCT”** has the meaning set out in Section 2.4.6.

**“Preferred Proponent”** means the Proponent selected by the Province pursuant to the RFP to finalize the Design-Build Agreement.

**“Project”** means the design and construction of the Facility and all other works ancillary to the Facility in accordance with the Design-Build Agreement.

**“Project Brief”** has the meaning set out in Section 1.4.

**“Proponent”** means a Respondent who has been shortlisted under this RFQ to be eligible to submit a Proposal in response to the RFP.





**“Proposal”** means the submission prepared by a Proponent in response to the Request for Proposals.

**“Province”** means Ministry of Transportation and Infrastructure.

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

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

**“Respondent”** means:

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

**“Respondent Representative”** means the person, identified in the Receipt Confirmation Form (Appendix B) and Response Declaration Form (Appendix D), who is fully authorized to represent the Respondent in any and all matters related to its Response.

**“Respondent Team”** means a Design-Builder, its Design-Build Design Firms, its Key Individuals and Guarantor(s), as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

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

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

**“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 Competitive Selection Process or the design, planning or implementation of the Project, and who 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.



“**RFP**” means the Request for Proposals, which may be issued by the Province as a stage of the Competitive Selection Process.

“**RFQ**” means this Request for Qualifications, including the Appendices, issued by the Province as the first stage of the Competitive Selection Process.

“**RFQ Data Room**” means a restricted access data website with background data relating to the Project.

“**Shared Use Person**” means those persons, if any, who are specifically named in Section 6.12.3.

“**Site**” means the site upon which the Facility is to be constructed.

“**Statement of Requirements**” has the meaning set out in Section 2.6.5.

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

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

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

“**Underrepresented Groups**” means women, persons with disabilities, visible minorities, LGBTQ2S+ (Lesbian, Gay, Bisexual, Transgender, Queer, Two Spirit and additional sexual orientations and gender identities), and youth (ages 16 to 24).

“**USA**” means the United States of America.

“**USCBP**” means United States Customs and Border Protection agency.

## **7.2 Interpretation**

In this RFQ, except to the extent the context or the express provisions of this RFQ otherwise require:

- a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Province, including the exercise of “discretion” or words of like effect, is at the sole, absolute and unfettered discretion of the Province;



- b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
- d) words, including “they”, “them” and “their”, which may import the plural include the singular and vice versa;
- e) words which may import gender are interpreted as gender neutral;
- f) the word “including” when used in this RFQ is not to be read as limiting;
- g) all dollar values are Canadian dollars unless otherwise indicated;
- h) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union, or government ministry;
- i) all time references are to the 24-hour time clock system unless otherwise indicated; and
- j) 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.

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



# APPENDIX A Response Guidelines and Evaluation Criteria

## Part 1. Response Guidelines

### Responses should:

- a) be clearly marked with the words, “**Response to RFQ – Belleville Terminal Redevelopment – Phase II**” and addressed to the Submission Location;
- b) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A may not be evaluated, at the discretion of the Province;
- c) be limited to 70 pages, including the Key individuals’ resumes, but excluding the following:
  1. Package 1;
  2. Package 3 ( Financial Information);
  3. Nominated Projects file; and
  4. Any appendices for Package 2.

Material submitted which exceeds the page limit may not be evaluated, at the discretion of the Province;

- d) be clear and concise;
- e) be printable on 8.5” x 11” paper size with a minimum font size of 11 point; and
- f) be submitted as follows:



Package	Contents	Electronic Submission
Package 1	Introduction, Forms and Nominated Projects (See Section 1 of Part 3 of this Appendix A)	<p>An electronic copy of the Response is to be uploaded by the Respondent to a secure web-based platform of the Respondent's choosing and the Contact Person must be given access, as confirmed with the Contact Person in advance as described below. Respondents should upload the following electronic files:</p> <ol style="list-style-type: none"> <li>1) a consolidated file containing the entire Response;</li> <li>2) an individual file for each of Packages 1, 2 and 3; and</li> <li>3) individual files within Packages 2 and 3 for each major section described in Part 3 of the Appendix A.</li> </ol> <p>Respondents are responsible to arrange a test of the secure web-based platform with the Contact Person at least five Business Days in advance of the Submission Time.</p>
Package 2	Response (see Part 3 of this Appendix A) excluding the financial information provided in Package 3.	
Package 3	Financial information (see Section 4 of Part 3 of this Appendix A).	
Nominated Projects File	Nominated Projects Summary Matrix (Form A-1) Nominated Projects (Form A-2)	

## Part 2. Evaluation

### MINIMUM REQUIREMENTS

The Province will evaluate Responses and determine, in its discretion, if the Respondent Team adequately meets the minimum requirements stated in Table 1 (Minimum Requirements). Should any Respondent Team fail to adequately meet the Minimum Requirements, the Province may discontinue the evaluation of that Respondent Team's Response in accordance with Sections 5.2 and 6.6 of this RFQ.



TABLE 1: MINIMUM REQUIREMENTS

Financial Capacity
Sufficient financial capacity of the Design-Builder to undertake the Project

See Section 4 of Response Format (Part 3 of Appendix A).

## EVALUATION CRITERIA

Subject to Section 5.2, for those Respondent Teams that adequately meet the Minimum Requirements, the Province will evaluate Responses by applying the Evaluation Criteria and Weighting in Table 2 below.

TABLE 2: EVALUATION CRITERIA AND WEIGHTING

Section	Evaluation Criteria	Weighting
<b>Section 2 Design-Builder and Construction</b>	Strength and relevance of demonstrated experience and capability of the Design-Builder to undertake the Project with respect to the following:	
	2.1 Project Development and Management Experience (refer to Section 2.1 of Part 3 of this Appendix)	15 points
	2.2 Construction Experience (refer to Section 2.2 of Part 3 of this Appendix)	15 points
	2.3 Design-Builder Key Individuals Experience (refer to Section 2.3 of Part 3 of this Appendix) <ul style="list-style-type: none"> <li>☐ Design-Build Director</li> <li>☐ Design-Build Construction Manager</li> <li>☐ Design-Build Design Manager</li> </ul>	15 points



Section	Evaluation Criteria	Weighting
	2.4 Key Project Considerations (refer to Section 2.4 of Part 3 of this Appendix)	
	<ul style="list-style-type: none"> <li>☒ Indigenous Participation</li> <li>☒ Apprenticeships, Training and Development;</li> <li>☒ Collaboration with Interested Parties</li> <li>☒ Risks and Opportunities</li> </ul>	15 points
<b>Section 3 Design</b>	Strength and relevance of demonstrated experience and capability to undertake the design of the Project based on the following:	
	3.1 Design Firm(s) Experience with transportation hubs / ports of entry (refer to Section 3.1 of Part 3 of this Appendix)	30 points
	3.2 Design Firm(s) Key Individuals Experience (refer to Section 3.2 of Part 3 of this Appendix)	
	<ul style="list-style-type: none"> <li>☒ Lead Architect</li> <li>☒ Mass Timber Specialist</li> </ul>	10 points
<b>Total</b>		<b>100 points</b>

## DISQUALIFICATION OF RESPONSES

Without limitation, the Province may, in its discretion, disqualify a Response if:

- a) background investigations reveal any criminal affiliations or activities by the Respondent, or a member of the Respondent Team and such affiliations or activities would, in the opinion of the Province, interfere with the integrity of the Competitive Selection Process; or



b) the Response includes a false or misleading statement, claim or information.

The Respondent and any member of the Respondent Team may be required to undertake a criminal-records check in order to participate in the Project.





### Part 3. Response Format

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

TABLE 3: RESPONSE CONTENT REQUIREMENTS

Section	Title	Response Content Requirements
<b>1.</b>	<b>Introduction, Forms and Nominated Projects</b>	
<b>1.0</b>	<b>Forms</b>	<ul style="list-style-type: none"> <li>a) Transmittal Letter;</li> <li>b) Response Declaration Form (see Appendix D) signed by the Respondent;</li> <li>c) A table containing the names and company names of the Key Individuals; and</li> <li>d) Relationship Disclosure Form (see Appendix E) signed by the Respondent.</li> </ul>
<b>1.1</b>	<b>Proposed Respondent Team and Organization</b>	<ul style="list-style-type: none"> <li>a) Provide the legal name of the entity for each of the Design-Builder and the Design Firm(s) with a short description for publication of teams shortlisted for the RFP stage.</li> <li>b) Provide an organization chart(s), at the corporate level, including Key Individuals, which shows the reporting relationships, and Province of,</li> </ul>



Section	Title	Response Content Requirements
		<p>the Respondent Team members and any anticipated changes contemplated over the Project's delivery.</p> <p>c) Describe the management structure within the Respondent Team and how the Design-Builder and Design Firm(s) will be integrated.</p> <p>d) Describe the business relationships among the Respondent Team members (e.g., corporation, joint-venture, partnerships).</p>
<b>1.2</b>	<b>Contact Information</b>	<p>Provide the name and contact details for the Respondent Representative. The Respondent Representative will be the only person to receive communication from the Contact Person regarding this RFQ.</p> <p>i. Name;</p> <p>ii. Employer;</p> <p>iii. Mailing/courier addresses;</p> <p>iv. Telephone number; and</p> <p>v. Email address.</p>
<b>1.3</b>	<b>Nominated Projects</b>	<p>Submit a maximum of ten (10) Nominated Projects using Form A-1 (Nominated Projects Summary Matrix) and Form A-2 (Nominated Project Details) of this Appendix A. Note that more current Nominated Projects (that have reached substantial completion within the last ten (10) years) may be considered to have</p>



Section	Title	Response Content Requirements
		<p>greater relevance than older ones, or ones that have not yet reached substantial completion.</p> <p>Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner, if not, please describe why the reference has been included in the Response.</p>
<b>2.</b>	<b>Design-Builder and Construction</b>	
<b>2.1</b>	<b>Project Development and Management Experience</b>	<p>a) Using up to three (3) Nominated Projects relevant to each of sub-sections i) through iv) below, describe the Design-Builder’s experience and capability for each of the following:</p> <ul style="list-style-type: none"> <li>i. Developing, managing and delivering ports of entry similar in scope and size to the Project (e.g., International airports, international land border crossings, marine terminals with a border crossing element), including managing the design process in consultation with various user groups (e.g. operators and border agencies);</li> <li>ii. Developing, managing and delivering marine terminal projects similar in scope and size to the Project (e.g., ferry terminals, cruise ship terminals, shipping ports), including managing the design process in consultation with various user groups.</li> <li>iii. Project delivery on time and on budget, indicating any variances or changes in the final project schedule and budget from those</li> </ul>



Section	Title	Response Content Requirements
		<p>originally approved. Include examples of how specific schedule and/or budget challenges were managed; and</p> <p>iv. Managing through transition of the completed project to the project owner, including:</p> <ol style="list-style-type: none"> <li>1) Facilitation of the commissioning process and the associated level of user involvement;</li> <li>2) Development of the deficiency list prior to substantial completion; and</li> <li>3) Correction of deficiencies and the associated timeline for reaching total completion.</li> </ol> <p>b) Using one (1) Nominated Project, provide a description of an implemented quality assurance plan for a mass timber project, or similar, which integrates the design, manufacturing and construction teams.</p>

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<b>2.2.</b>	<b>Construction Experience</b>	<p>Using up to three (3) Nominated Projects relevant to each of sub-sections a) and b) below, describe the Design-Builder’s construction experience and capability with each of following:</p> <ol style="list-style-type: none"> <li>a) Constructing projects similar in scope, size, and complexity to the Project (e.g. constrained site with ongoing operations, active marine environments, submerged conditions); and</li> </ol>
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Section	Title	Response Content Requirements
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b) Coordinating and integrating ongoing quality management and quality control in the construction process.

**2.3. Design-Builder Key Individuals Experience:**

- **Design-Build Director**
- **Design-Build Design Manager**
- **Design-Build Construction Manager**
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- a) Describe the role and responsibility of the following Design-Builder Key Individuals for the Project, as defined in this RFQ and identified in the Project organization chart:
- i. Design-Build Director;
  - ii. Design-Build Design Manager and
  - iii. Design-Build Construction Manager.
- b) Provide a resume for each of the above Key Individuals. At a minimum, the following information is required:
- i. Name, professional qualifications/designation(s), and a summary of education;
  - ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past ten (10) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a

**Section****Title****Response Content Requirements**

reference to the Owner. References should be current employees of the project owner; and

- iii. Provide a list of relevant projects and positions held by each of the above Key Individuals within the past ten (10) years, in chronological order, providing a brief description of the role, responsibility, and percentage of time physically spent on the project site for each. Demonstrate how this experience supports the capability of the respective Key Individual for the proposed role in the Project.  
These referenced projects do not need to be Nominated Projects.

c) Describe the availability of each of the above Key Individuals as follows:

- i. Percentage of time the Key Individual will dedicate to each phase of the Project by the following four phases: RFP, design, construction and commissioning;
- ii. Percentage of time available to be physically on the Site; and
- iii. Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the Project schedule.



Section	Title	Response Content Requirements
2.4.	<b>Key Project Considerations</b>	<p>In a maximum of fifteen (15) pages total for all of sub-sections a) through d) below, address the key considerations outlined below:</p> <ul style="list-style-type: none"> <li>a) <b>Indigenous Participation</b> – Using up to three (3) reference projects (reference projects can but do not need to be Nominated Projects), describe the Respondent Team’s experience with Indigenous involvement in project delivery, including either or both of the following: <ul style="list-style-type: none"> <li>i. Working with Indigenous-owned businesses as sub-contractors and in partnerships or joint ventures;</li> <li>ii. Indigenous employment (e.g., apprentices and site labour)..</li> </ul> </li> <li>b) <b>Apprenticeships, Training and Development</b> - Describe the Respondent Team’s experience and capability, using two (2) reference projects, in developing and implementing programs to integrate, train and develop a diverse workforce (e.g., apprentices, women in non-traditional work, people with disabilities, and/or other traditionally under-represented groups). These referenced projects do not need to be Nominated Projects.</li> <li>c) <b>Collaboration</b> - Identify and describe effective approaches in working collaboratively with the various interested parties (e.g. border agencies, ferry operators, indigenous groups) to ensure their needs are adequately met.</li> </ul>



Section	Title	Response Content Requirements
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d) **Risks and Opportunities** – Identify and describe the considerations that the Respondent Team deems important to the success of the Project. Provide a description of how the Respondent Team is suited to successfully address the considerations identified.

<b>3.</b>	<b>Design</b>	
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<b>3.1.</b>	<b>Design Firm(s) Experience</b>	<p>Using up to three (3) Nominated Projects relevant to each of sub-sections a) through d) below, describe the Design Firm(s) design experience and capability for each of the following:</p> <ul style="list-style-type: none"> <li>a) Designing ports of entry projects such as international airports, land border crossings, and/or marine terminals with a border crossing element similar in scope, size, and complexity to the Project;</li> <li>b) Designing marine terminal projects similar in scope and size to the Project (e.g., ferry terminals, cruise ship terminals, shipping ports);</li> <li>c) Developing designs in consultation with program user groups in a collaborative process through a design-build delivery model;</li> <li>d) Understanding project owners’ aspirations and realizing them through desired project attributes such as:</li> </ul>
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Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> <li>i. Use and integration of local Indigenous archetypes and materials in the design;</li> <li>ii. Use of mass timber;</li> <li>iii. Creative use of glazing to allow penetration of natural light;</li> <li>iv. Visual connection of spaces to maximize openness and wayfinding; and</li> <li>v. Manipulation of building form to accentuate the connection between interior and exterior spaces.</li> </ul>

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3.2.	<b>Design Firm(s) Key Individuals Experience</b> <ul style="list-style-type: none"> <li>• Lead Architect</li> <li>• Mass Timber Specialist</li> </ul>	<ul style="list-style-type: none"> <li>a) Describe the role and responsibilities of the following Design Firm Key Individuals for the Project, as defined in this RFQ and identified in the Project organization chart:               <ul style="list-style-type: none"> <li>i. Lead Architect.</li> <li>ii. Mass Timber Specialist</li> </ul> </li> <li>b) Provide a resume for the above Key Individuals. At a minimum, the following information is required:               <ul style="list-style-type: none"> <li>i. Name, professional qualifications/designation(s) and a summary of education;</li> </ul> </li> </ul>
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**Section****Title****Response Content Requirements**

- ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects that have been either completed or undertaken within the past ten (10) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner; and
  - iii. Provide a list of relevant projects and positions held within the past ten (10) years, in chronological order, providing a brief description of the role and responsibility for each. Demonstrate how this experience supports the capability of the Lead Architect and Mass Timber Specialist for their proposed role in the Project. These referenced projects do not need to be Nominated Projects.
- c) Describe the availability of the Lead Architect and Mass Timber Specialist as follows:
- i. Percentage of time the Key Individuals will dedicate to each phase of the Project by the following four phases: RFP, design, construction and commissioning; and



Section	Title	Response Content Requirements
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- ii. Describe any foreseeable time constraints that will impact the Key Individuals' ability to perform according to the Project schedule.

<b>4.</b>	<b>Financial Capacity</b>	
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<b>4.1.</b>	<b>Financial Capacity</b>	
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Demonstrate the financial capacity of the Design-Builder (or Guarantor as applicable) by providing the following:

- a) If the Design-Builder is a joint venture;
  - i. The estimated value of the scope of work for each member of the Design-Builder; and
  - ii. Confirmation of whether there are joint and several guarantees.
- b) For each member of the Design-Builder that is not proposed to be guaranteed by a Design-Builder Guarantor:
  - i. Copies of annual audited financial statements, the audit letters, and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided);
  - ii. If available, copies of the interim financial statements for the last quarter or, if produced semi-annually the last half year,

Section	Title	Response Content Requirements
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- since the last annual audited financial statement provided in i) or, if not available, an explanation as to why;
  - iii. Details of any material off-balance sheet financing arrangements currently in place or, if none, a confirmation as such;
  - iv. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided or, if none, a confirmation as such;
  - v. Details of any credit rating, including any downgrades of credit rating in the last 36 months, or if none, a confirmation as such; and
  - vi. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last 36 months, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Design-Build Contractor's or the Design-Build Contractor guarantor's (if any) ability to perform its obligations in relation to the Project or, if none, a confirmation as such.
- c) For each member of the Design-Builder whose performance is proposed to be guaranteed by a Design-Builder Guarantor:

Section	Title	Response Content Requirements
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- i. Evidence, in the form of a signed letter from a senior officer of the Design-Builder Guarantor, of the Design-Builder Guarantor’s willingness to act as a Design-Builder Guarantor; and a description of such guarantee; and
- ii. Items b)(i) to b)(vi) above for the Design-Builder Guarantor.
- d) With reference to the information provided in relation to a) and b) above, briefly describe the context of the entity’s proposed role and project obligations:
  - i. The Design-Builder’s capacity to undertake its project obligations (e.g., discuss relevant financial metrics relative to Project scope, financial viability, ability to provide performance security, support and/or guarantees from any other parties, other projects with similar obligations, etc.); and
  - ii. (If any) the Design-Builder’s Guarantor ability to undertake its obligations (e.g., discuss net and total asset size relative to Project scope, financial capacity, financial viability, etc.).
- e) Written confirmation from an insurance company, generally in the form of the Insurance Undertakings contained in Appendix H and Appendix I, that the following coverage will be available for the Project if the Respondent is awarded a contract:

Section	Title	Response Content Requirements
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- i. Commercial general liability insurance coverage of not less than \$25 million inclusive per occurrence; \$25 million general aggregate for bodily injury, death and damage to property including loss of use thereof; product/completed operations liability with a limit of \$25 million annual aggregate.
  - ii. Professional liability insurance coverage of not less than \$5 million per claim.
- f) Written confirmation from a surety, generally in the form of the Bonding Undertaking contained in Appendix G, that the Design-Builder will be able to obtain a \$100 million performance bond and a \$100 million labour and materials payment bond written by a surety, or sureties, authorized to conduct business in BC, if the Respondent is awarded a contract.

## Form A-1: Nominated Projects Summary Matrix

See separate Excel file.

## Form A-2: Nominated Projects Details

Identify Respondent, Respondent Team Member, and number projects sequentially 1 through 10. Maximum 3 single-sided pages in length per project.

Item	Notes to Respondents
Name of project	Details including official project name and contract number
Location of project	Country, province/state
Owner	Organization name
Reference contact details	Current information for key owner contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Province or the Province's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.
Contract model	Contract structure, e.g., design-build, stipulated sum
Contract period (term)	Contract commencement date, end of construction date and contract end date.
Description of project	Capital value, scope and complexity, including purpose of facility



Item	Notes to Respondents
Relevance	Respondents are to clearly establish the relevance of their Nominated Projects to the Project. (e.g., asset class, scope similarities, mass timber buildings, procurement approach, experience delivering on active sites, and knowledge of the local sub-trades and local labour market).
Current status of project	Describe the current status of the project relative to key milestone events.
Role(s) on project	Specific role, duties and responsibilities of applicable Respondent Team members.
Joint Venture	If the project involved is a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibilities between the parties.
Performance	Describe the performance in meeting obligations related to the contract. If there were any significant issues during the design and construction phase (e.g., interpretation issues), describe how they were resolved. In addition, describe performance as it relates to schedule management, scope management, budget management, and owner satisfaction.
Other information	Any information the Respondent considers relevant to the Evaluation Criteria.



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# APPENDIX B Receipt Confirmation Form

(To be submitted by the Respondent Representative on receipt of this RFQ)

## Request for Qualifications Belleville Terminal Redevelopment Project- Phase II

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

### Contact Person

Email: [bellevilleterminalprocurement@gov.bc.ca](mailto:bellevilleterminalprocurement@gov.bc.ca)

### Respondent Contact Information

Name of Respondent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Province/State: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address, if different: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

### ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY



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The undersigned is a duly authorized representative of the Respondent and has the power and authority to sign this Receipt Confirmation Form on behalf of such Respondent or other interested party.

The Respondent or other interested party hereby acknowledges receipt and review of this RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in this RFQ.

For greater certainty, the Respondent or other interested party in executing this Receipt Confirmation Form agrees to comply with the Confidentiality Agreement provisions set out in Appendix C.

Respondent Representative or other interested party:

---

Authorized Signature

---

Name of the Authorized Signatory

---

Title

---

Date



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# APPENDIX C Confidentiality Agreement

## Part 1. Interpretation

In this Agreement:

- a) Agreement means this Appendix C, which is subject to the RFQ,
- b) Confidential Information means all documents, knowledge and information provided by the Province or any of its Representatives (Disclosing Party) to, or otherwise obtained by, the Recipient or any of its Representatives (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 Project, this RFQ, the RFP or the Competitive Selection Process 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 that:
  - 1. 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;
  - 2. 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 party did not receive such information directly or indirectly under obligations of confidentiality;
  - 3. 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;



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4. was developed independently by the Receiving Party without the use of any Confidential Information; or
  5. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- c) Permitted Purposes means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.
  - d) Recipient means a Respondent or any other interested party who completes a Receipt Confirmation Form.
  - e) Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, the Province or Infrastructure BC in connection with the Project.
  - f) all capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Section 7.

## **Part 2. Confidentiality**

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent 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.

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

The Province 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, the 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



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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 for any purpose whatsoever.

#### **Part 4. Limited Disclosure**

The Recipient may disclose Confidential Information only 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 as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Infrastructure BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

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

On written request, the Recipient will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Infrastructure BC in writing, all in accordance with the instructions of Infrastructure BC; 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 Province pursuant to applicable law.

#### **Part 6. Acknowledgment of Irreparable Harm**

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Province or Infrastructure BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides 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 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 may be entitled at law or in equity.

#### **Part 7. Waiver**

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



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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.

### **Part 8. 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.

### **Part 9. Enurement**

This Agreement enures to the benefit of the Province and Infrastructure BC and binds the Recipient and its successors.



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## APPENDIX D Response Declaration Form

**By executing this Response Declaration Form, the Respondent agrees to the provisions of this RFQ and this Response Declaration Form. Capitalized terms in this Response Declaration Form are defined in Section 7 of this RFQ.**

### [RFQ Respondent's Letterhead]

To: [bellevilleterminalprocurement@gov.bc.ca](mailto:bellevilleterminalprocurement@gov.bc.ca)

Attention: Contact Person

Re: **Request for Qualifications – Belleville Terminal Redevelopment Project-Phase II**

[Insert Respondent Name] Response

In consideration of the Province's agreement to consider Responses in accordance with the terms of this RFQ, the Respondent hereby agrees, confirms and acknowledges, on its own behalf and on behalf of each member of the Respondent Team, that:

#### a) Response

1. This Response Declaration Form has been duly authorized and validly executed;
2. The Respondent is bound by all statements and representations in its Response;
3. Its Response is in all respects a fair Response made without collusion or fraud; and
4. The Province reserves the right to verify information in the Respondent's Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members, and by submitting a Response the Respondent agrees that it consents to the conduct of all or any of those investigations by the Province.



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b) Acknowledgements with Respect to this RFQ

1. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ's table of contents, and any and all Addenda;
2. The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation Section 6.7, all documents listed in this RFQ's table of contents, and any and all Addenda;
3. The Respondent's Representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ;
4. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
5. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in this RFQ and any and all conditions that may in any way affect its Response.

c) Evaluation of Responses

1. This RFQ is not an offer, a tender or a request for proposals; it is a Request for Qualifications and the responsibility of the Province is limited to consider Responses in accordance with this RFQ.

d) Consent of Respondent Team

1. The Respondent has obtained the express written consent and agreement of each member of the Respondent Team, as listed below, to all the terms of this Response Declaration Form.

e) The Respondent Team consists of:



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TABLE 1: FIRM NAMES

Name of Respondent Team Member - Firm	Address	Role on Team

Any firm mentioned in the Response should be included in the table above.

TABLE 2: INDIVIDUAL NAMES

Name of Respondent Team Member - Individual	Address	Role on Team	Key Individual (Y/N)

Any individual mentioned in the Response should be included in the table above.

**RESPONDENT**

**RESPONDENT REPRESENTATIVE**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

**If the Respondent is a joint venture, or special purpose entity – by each of its joint venture members, as applicable.**



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## APPENDIX E Relationship Disclosure Form

**By executing this Relationship Disclosure Form, the Respondent is making the disclosure on its own behalf and on the behalf of each member of the Respondent Team.**

The Respondent declares on its own behalf and on behalf of each member of the Respondent Team that:

- a) this declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.
- b) the Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.12.2.
- c) the following is a full disclosure of all known relationships that the Respondent and each member of the Respondent Team has, or has had, with:
  1. the Province;
  2. any listed Restricted Party;
  3. any current shareholders, directors or officers, as applicable, of the Province or any listed Restricted Party;
  4. any former shareholders, directors or officers, as applicable, of the Province or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and/or
  5. any other person who, on behalf of the Province or a listed Restricted Party, has been involved in the Competitive Selection Process or the design, planning or implementation of the Project or has confidential information about the Project or the Competitive Selection Process.



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Name of Respondent Team Member	Name of Party with Relationship	Details of the Nature of the Relationship with the Listed Restricted Party/Person
e.g., Firm Name Ltd.	Infrastructure BC	Firm Name Ltd. is working with Infrastructure BC on Project X.
e.g., John Smith	Ministry Name	Respondent Team member was an employee/advisor to the Restricted Party from _____ to _____ )

(Each Respondent Team to submit one Relationship Disclosure Form. Add additional pages as required.).

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Address

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



---

Telephone

---

Name of Authorized Signatory for Respondent

---

Signature



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## APPENDIX F Participation Agreement

[Insert Date]

Attention: Contact Person

Dear Sirs/Mesdames:

Re: Belleville Terminal Redevelopment Project Phase II – Participation Agreement in respect of the Request for Proposals issued by Ministry of Transportation and Infrastructure on [Insert Date], as amended or otherwise clarified from time to time, including by all Addenda (RFP)

This letter agreement sets out the terms and conditions of the Participation Agreement between [Insert Proponent Name] (Proponent) and the Province, pursuant to which the Proponent agrees with the Province as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
2. **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.
3. **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
4. **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing, the Proponent agrees:
  - a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data



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Room agreement, or any other document or requirement of the Province;

- b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 11.13 (Limitation of Damages) of the RFP. In no event will the liability of the Province exceed the amount calculated pursuant to Section 9.6 (Partial Compensation for Participation in the RFP) of the RFP;
- c) that the Province's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 9.6 (Partial Compensation for Participation in the RFP) of the RFP; and
- d) that the Province's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 9.3, 9.4 and 9.5 of the RFP.

5. **Amendments.** The Proponent acknowledges and agrees that:

- a) the Province may in its discretion amend the RFP at any time and from time to time; and
- b) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.

6. **General.**

- a) Capacity to Enter Agreement. The Proponent hereby represents and warrants that:
  - i) it has the requisite power, Province and capacity to execute and deliver this Participation Agreement;
  - ii) this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and



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- iii) this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- b) **Survival following cancellation of the RFP.** Notwithstanding anything else in this Participation Agreement, if the Province, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.
- c) **Severability.** If any portion of this Participation 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.
- d) **Enurement.** This Participation Agreement enures to the benefit of the Province and binds the Proponent and its successors.
- e) **Applicable Law.** This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- f) **Headings.** The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- g) **Gender and Number.** In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- h) **Including.** The word “including” when used in this Participation Agreement is not to be read as limiting.

Yours truly,

---

(Name of Proponent)

---



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---

Authorized Signatory

---

Name of Authorized Signatory  
(please print)



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## SCHEDULE 1

### Confidentiality Conditions

1. **Definitions.** In these confidentiality conditions:

- a) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, this RFQ or the Competitive Selection Process, 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 that:
- i) is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
  - ii) 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 Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
  - iii) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
  - iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
  - v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;



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- b) **Disclosing Party** means the Province or any of its Representatives;
  - c) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;
  - d) **Receiving Party** means the Recipient or any of its Representatives;
  - e) **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
  - f) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Province or Infrastructure BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent 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 Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** The Province 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 Schedule 1, the 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 the RFP, 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



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the Confidential Information to any other person for any purpose whatsoever.

4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Infrastructure BC, 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, the Recipient will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Infrastructure BC in writing, all in accordance with the instructions of Infrastructure BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); 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 Ministry, pursuant to applicable law.
6. **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Province or Infrastructure BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides 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 will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 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 may be entitled at law or in equity.



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7. **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Province will be deemed to be a waiver of that right or remedy.



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## APPENDIX G Bonding Undertaking

**Note: Letters of Undertaking must be on Broker letterhead.**

Date: [Insert Date]

No. [To be inserted]

To: Ministry of Transportation and Infrastructure

Re: Request for Qualifications – Belleville Terminal Redevelopment Project – Phase II

We [Insert Surety name], a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, are the Surety for [Insert Respondent name]. Our client has demonstrated to us in the past an ability to complete its projects in accordance with the conditions of its contracts and we have no hesitation in recommending its services to you.

Our client wishes to be prequalified as a Respondent on the captioned project, which we understand will require a Performance Bond in the amount of \$100 million and a Labour and Materials Payment Bond in the amount of \$100 million. Based on the limited information available at this time, and subject to our assessment of the Belleville Terminal Redevelopment Project – Phase II, and our client’s work program at the time of submission of its Response, we do not anticipate a problem in supporting the captioned project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

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

[Insert Surety Name]

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Attorney-In-Fact



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# APPENDIX H Insurance Undertakings – Commercial General Liability

**Print On Letterhead of Duly Authorized Representative of Agent/Broker/  
Insurance Company**

## UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the  
Belleville Terminal Redevelopment Project – Phase II

[Insert Respondent Name]

We, the undersigned, as authorized representatives on behalf of "[Insert Name of  
Insurance Company<sup>3</sup>]", do hereby undertake and agree to provide "Wrap-Up"  
Commercial General Liability insurance in the amount of TWENTY FIVE MILLION  
DOLLARS (\$25,000,000) inclusive per occurrence, TWENTY FIVE MILLION DOLLARS  
(\$25,000,000) general aggregate for bodily injury, death and damage to property  
including loss of use thereof, and product/completed operations liability with a limit of  
TWENTY FIVE MILLION DOLLARS (\$25,000,000) annual aggregate for the Belleville  
Terminal Redevelopment Project, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to the Ministry of  
Transportation and Infrastructure.

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

This [Insert day] day of [Insert Month], [Insert Year]

SIGNED \_\_\_\_\_

<sup>3</sup> Insurance Company refers to an Insurer that is federally or provincially regulated and authorized to provide the specified classes  
of insurance. Listings are available at the following links:

- OSFI federal listing of Canadian Property and Casualty Insurance Companies:  
<https://www.osfi-bsif.gc.ca/Eng/wt-ow/Pages/wwr-er.aspx?sc=2&gc=3&ic=1#WWRLink231>
- OSFI federal listing of Foreign Property and Casualty Insurance Companies:  
<https://www.osfi-bsif.gc.ca/Eng/wt-ow/Pages/wwr-er.aspx?sc=2&gc=3&ic=2#WWRLink232>
- BC Financial Services Authority [https://www.bcfsa.ca/web\\_listings/AuthorizedInsuranceCompanies.aspx](https://www.bcfsa.ca/web_listings/AuthorizedInsuranceCompanies.aspx)



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(Name, Title)  
(Duly Authorized Representative of Insurance  
Company)



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# APPENDIX I Insurance Undertakings – Professional Liability

Print on letterhead of duly authorized representative of agent/broker/ insurance company.

## UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Belleville Terminal Redevelopment Project – Phase II

[Insert Respondent Name]

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company<sup>4</sup>]", do hereby undertake and agree to provide Professional Liability (Errors & Omissions) Insurance with a policy limit of not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive of any one claim and in the aggregate for the [Insert Project Name] subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to the Ministry of Transportation and Infrastructure.

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

This [Insert day] day of [Insert Month], [Insert Year]

SIGNED \_\_\_\_\_

(Name, Title)  
(Duly Authorized Representative of Insurance Company)

<sup>4</sup> Insurance Company refers to an Insurer that is federally or provincially regulated and authorized to provide the specified classes of insurance. Listings are available at the following links:

- OSFI federal listing of Canadian Property and Casualty Insurance Companies: <https://www.osfi-bsif.gc.ca/Eng/wt-ow/Pages/www-er.aspx?sc=2&gc=3&ic=1#WWRLink231>
- OSFI federal listing of Foreign Property and Casualty Insurance Companies: <https://www.osfi-bsif.gc.ca/Eng/wt-ow/Pages/www-er.aspx?sc=2&gc=3&ic=2#WWRLink232>
- BC Financial Services Authority [https://www.bcfsa.ca/web\\_listings/AuthorizedInsuranceCompanies.aspx](https://www.bcfsa.ca/web_listings/AuthorizedInsuranceCompanies.aspx)



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# APPENDIX J Enquiry Form

## ENQUIRIES

Belleville Terminal Redevelopment Project – Phase II

Request Number: \_\_\_\_\_  
Respondent Team: \_\_\_\_\_  
Date: \_\_\_\_\_

Do you request this query to be Commercial in Confidence?     Yes     No

This form may be used for single and multiple enquiries.

**Enquiry/Enquiries:**

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