

# Request for Proposals

## Belleville Terminal Redevelopment Project – Phase II



Issued March 28, 2024

Conformed February 28, 2025

## Summary of Key Information

**RFP Title** The title of this RFP is:  
Belleville Terminal Redevelopment Project  
Proponents should use this title on all correspondence.

**Contact Person** The Contact Person for this RFQ can be reached at:  
[BellevilleRFPContactPerson@gov.bc.ca](mailto:BellevilleRFPContactPerson@gov.bc.ca)  
Please direct all Enquiries, by email, to the above-named Contact Person.

### **No telephone Enquiries please.**

**Enquiries** Proponents are encouraged to submit Enquiries at an early date and:

- ▶ for Enquiries of a technical nature: prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time for Technical Submissions
- ▶ for Enquiries of a financial nature: prior to 15:00 Pacific Time on the day that is 5 Business Days before the Submission Time for Financial Submissions

to permit consideration by the Province; the Province may, in its discretion, decide not to respond to any Enquiry.

**The following submissions are to be delivered at the times and location indicated below:**

**Submission Time for Technical Submissions** December 12, 2024 at 10:00 Pacific Time

**Submission Time for Financial Submissions** March 12, 2025 at 10:00 Pacific Time

**Submission Location** By electronic upload to the Contact Person in accordance with Section 7.1.1.



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The following submissions are to be delivered at the times and location indicated below:

<b>Submission Time for Additional Key Individuals</b>	May 7, 2024 at 16:00 Pacific Time
<b>Submission Time for Collaborative Meeting 1</b>	May 7, 2024 at 16:00 Pacific Time
<b>Submission Time for Collaborative Meeting 2</b>	June 18, 2024 at 16:00 Pacific Time
<b>Submission Time for Collaborative Meeting 3</b>	July 29, 2024 at 16:00 Pacific Time
<b>Submission Time for Collaborative Meeting 4</b>	October 15, 2024 at 16:00 Pacific Time
<b>Submission Location</b>	By electronic upload to the Contact Person in accordance with Section 7.1.1.

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# 1 Introduction

## 1.1 Purpose of this RFP

The purpose of this request for proposals (the “**RFP**”) is to invite eligible Proponents to prepare and submit Proposals to design and build the Belleville Terminal Redevelopment Project – Phase II (the “**Project**”) under a design-build agreement (the “**Design-Build Agreement**”).

## 1.2 Eligibility to Participate in this RFP

Through a request for qualifications (the “**RFQ**”) issued October 26, 2023, by the Ministry of Transportation and Infrastructure (the “**Province**”), the following design-builders are qualified to participate in this RFP:

- ▶ EllisDon Corporation
- ▶ Kiewit Bird Belleville Partnership; and
- ▶ Pomerleau Inc.

(the “**Proponents**”).

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



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## 2 RFP Procurement Process

### 2.1 Estimated Timeline

The following is the Province's estimated timeline for the Project.

Activity	Timeline
Issue RFP to Proponents	March 28, 2024
Issue Initial Draft Design-Build Agreement Schedule 1 [Statement of Requirements] to Proponents	April 8, 2024
All Proponent Kickoff Meeting	April 18, 2024
Site Tour	May 1, 2024
Issue Initial Draft DBA to Proponents	May 7, 2024
Submission Time for Additional Key Individuals	May 7, 2024
Collaborative Meeting (workshop) #1	May 14 to 16, 2024
Collaborative Meeting (workshop) #2	June 25 to 27, 2024
Business-to-Business Networking Session	June 25, 2024
Welcome and Presentation by Esquimalt and Songhees Nations	August 20, 2024
Collaborative Meeting (workshop) #3	August 19 to 21, 2024
Collaborative Meeting (workshop) #4	October 22 to 24, 2024
Issue Final Draft Design-Build Agreement	November 8, 2024
Submission Time for Technical Submissions	December 12, 2024
Invitation to Submit Financial Submission	February 19, 2025
Submission Time for Financial Submissions	March 12, 2025
Selection of Preferred Proponent	Week of March 24, 2025
Contract Execution	April 2025
Substantial Completion	September 28, 2028

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

## 2.2 Security Clearance Process

Individuals on a Proponent Team who will have access to security specifications of the Canada Border Services Agency (the “**CBSA**”) and United States Customs and Border Protection agency (the “**USCBP**”) provided in separate password protected folders (collectively the “**Border Agency Data Room**”) in the Data Room during the RFP phase are to follow the security clearance process described in Appendix O [Security Clearance Process].

Initial Proponent access to the Border Agency Data Room folders for each of CBSA and USCBP in the Data Room will be granted as follows:

- a) USCBP folder access will be granted simultaneously to all individuals who have successfully completed the USCBP security clearance process once all individuals who requested clearance on or prior to April 15, 2024 have been processed; and
- b) CBSA folder access will be granted simultaneously to all individuals who have successfully completed the CBSA security clearance process once all individuals on the Priority Lists submitted by the Proponents have been processed.

The timing of initial access may differ between the CBSA folder and the USCBP folder.

Following the initial access, access to the Border Agency Data Room folders will be granted on an ongoing basis as individuals are cleared by the CBSA and the USCBP respectively.

All individuals are required to satisfy the conditions of access to the Data Room pursuant to section 2.9 prior to being granted access to the Border Agency Data Room.

## 2.3 Site Tour

The Province intends to coordinate a Site tour on May 1, 2024 with the Proponent Teams to view areas of the Site not readily accessible to members of the public. Each Proponent Team may bring up to five attendees. Additional details about the Site tour will be provided by the Contact Person.



## 2.4 Collaborative Meetings

The Province will make available certain of its personnel, consultants and advisors (the “**Province Representatives**”) to participate in collaborative discussions with the Proponents (the “**Collaborative Meetings**”). The Province may also make available at its discretion other interested parties on the Project which includes but are not limited to representatives from the City of Victoria (the “**City**”) and border security agencies (collectively, “**Interested Parties**”). It is expected that Collaborative Meetings one through three will be held in Victoria with virtual meeting platform available for those who cannot attend in person. Collaborative Meeting four will be up to the Proponent’s discretion on whether to attend in person in Victoria or to participate virtually, the Province will accommodate either format with the virtual meeting platform available if the in person format is selected.

The Province expects that Proponents will make available all necessary consultants to attend the Collaborative Meetings.

The Province expects the Collaborative Meetings to take place as follows:

- a) the purpose of the Collaborative Meetings is to provide a process that will assist the Proponents to develop optimal solutions for the Project while minimizing the risk that a Proponent’s solution is unresponsive to the Province’s requirements, and in particular:
  1. to permit the Proponent to provide the Province’s Representatives with comments and feedback on material issues such as affordability, schedule or provisions of the Initial Draft Design-Build Agreement; and
  2. to permit a Proponent to discuss with the Province potential solutions and approaches that the Proponent may be considering for various aspects of its Proposal;
- b) in advance of each Collaborative Meeting, and no later than the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, Submission Time for Collaborative Meeting 3, and Submission Time for Collaborative Meeting 4, each Proponent is strongly encouraged to provide the Province with:
  1. a proposed meeting agenda (including any consultants and advisors a Proponent would like in attendance from the Province Representatives); and



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2. a list of prioritized issues the Proponent would like to discuss, and any materials relevant to such issues; materials not submitted by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, Submission Time for Collaborative Meeting 3, and Collaborative Meeting 4 may not be reviewed by the Province.

The Province may provide Proponents with comments on the agenda and a list of any prioritized issues the Province would like to discuss.

An example of the structure of the Collaborative Meetings, as well as an agenda and suggested submission items, are included in Appendix N;

- c) the Province will determine which Province Representatives will be present at any Collaborative Meeting;
- d) except as may be expressly stated otherwise in this RFP, including Section 11.5, the Province will retain all information received from a Proponent during a Collaborative Meeting(s) as strictly confidential, and will not disclose such information to the other Proponents or any third party. The Province may disclose such information to its consultants and advisors who are assisting or advising the Province with respect the Project;
- e) at each Collaborative Meeting, a Proponent may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent Team members present as the Proponent considers reasonably necessary for effective communication with the Province and to fulfil the objectives of the Collaborative Meeting provided that the Province may, in its discretion, limit the number of participants at any one meeting;
- f) to facilitate free and open discussion at the Collaborative Meetings, Proponents should note that any comments provided by or on behalf of the Province during any Collaborative Meeting, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Province during the Collaborative Meetings to anything said or



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provided by Proponents, will not in any way bind the Province and will not be deemed or considered to be an indication of a preference by the Province even if adopted by the Proponent;

- g) if for the purposes of the preparation of its Proposal a Proponent wishes to rely upon anything said or indicated at a Collaborative Meeting, then the Proponent must submit an Enquiry describing the information it would like to have confirmed and request that the Province provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of this RFP or the Design-Build Agreement, request an Addendum to this RFP clarifying and amending the provision in question;
- h) by participating in the Collaborative Meetings a Proponent confirms its agreement with these procedures and acknowledges that the meetings are an integral part of the procurement process as described in this RFP and are in the interests of all parties;
- i) the Province anticipates holding four Collaborative Meetings with each Proponent prior to the Submission Time for Financial Submissions. Following the release of the RFP, the Province will consult with each Proponent to confirm specific dates for Collaborative Meetings. If the Province considers it desirable or necessary to schedule additional or fewer Collaborative Meetings, the Province may, in its discretion, amend the anticipated schedule;
- j) for convenience, the Province may, as part of or in conjunction with, a Collaborative Meeting, invite Interested Parties or other persons to meet with Proponents. Proponents are advised that the confidentiality of the Collaborative Meetings is not expected to apply to such Interested Parties or other persons; and
- k) Proponents may request that the Province schedule additional Collaborative Meetings on specific topics by providing the request in writing to the Contact Person with proposed dates and details of the topic or topics to be discussed.

## 2.5 Business-to-Business Networking Session

The Province intends to coordinate a session with Proponent Teams and local contractors, suppliers and businesses ("**Business-to-Business Networking Session**") to provide an opportunity for:



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

Proponents should identify any specific products, services, or areas of interest and submit as part of the agenda materials for Collaborative Meeting 1 (see Appendix L).

At this time, it is anticipated that the session will likely be held in Victoria unless otherwise permitted at the discretion of the Province.

## **2.6 Welcome and Presentation by Esquimalt and Songhees Nations**

The Province intends to host a welcome and presentation event from members of the Esquimalt and Songhees nations. In person attendance to this event is encouraged as it is an opportunity for the nations to formally welcome the Proponents and provide learning opportunities of Lekwungen culture that should be reflected in the Project's execution.

These events will be held in person in Victoria B.C and additional information will be provided by the Contact Person.

## **2.7 Comments on the Design-Build Agreement**

Each Proponent should review the Initial Draft Design-Build Agreement for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- a) the Province will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Initial Draft Design-Build Agreement, including with respect to commercial, legal, and design and construction aspects of the Project;
- b) each Proponent should, by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, and Submission Time for Collaborative Meeting 3, Submission Time for Collaborative Meeting 4, as applicable, provide the Province with a prioritized list of requested changes, if any, to the Initial Draft Design-Build Agreement using the Proponent Comments Form attached as



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Appendix E, together with the agenda and issues list described in Appendix L; and

- c) the Province will consider all comments and requested clarifications or amendments received from the Proponents in the Collaborative Meetings and may respond to some or all of the comments received and will amend the Initial Draft Design-Build Agreement as the Province may determine in its discretion.

Prior to the Submission Time for Technical Submissions, the Province intends to issue by Addendum one or more revised drafts of the Design-Build Agreement, including one that will be identified as the final draft design-build agreement (the “**Final Draft Design-Build Agreement**”). The Province may further modify the Final Draft Design-Build Agreement by Addendum prior to the Submission Time for Financial Submissions. The Final Draft Design-Build Agreement will be the common basis for the preparation of all Proposals, and Proponents should not, in their Proposal, make any modifications, changes or additions to the Final Draft Design-Build Agreement except for modifications, changes or additions provided for in Section 9.2.

## **2.8 Comments on Design-Build Price Ceiling and the Target Substantial Completion Date**

Each Proponent should review the Design-Build Price Ceiling and the Target Substantial Completion Date for the purpose of identifying any issues or provisions that the Proponent has concerns with and would like to see clarified or amended. Following such review:

- a) the Province will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Design-Build Price Ceiling and the Target Substantial Completion Date;
- b) each Proponent should, by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, and Submission Time for Collaborative Meeting 3, as applicable, provide the Province with requested changes, if any, to the Design-Build Price Ceiling and the Target Substantial Completion Date using the Proponent Comments Form attached as Appendix E, together with the agenda and issues list described in Appendix N;
- c) All requested changes are to include the Proponent’s cost and input assumptions in sufficient detail (e.g. divisional cost breakdown,



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milestones and critical path items) to allow the Province to understand the Proponent's cost and schedule base; and

- d) the Province will consider all comments and requested clarifications or amendments received from the Proponents in the Collaborative Meetings and may respond to some or all of the comments received and will amend this RFP and the Initial Draft Design-Build Agreement as the Province may determine in its discretion.

## **2.9 Data Room**

The Province has established a website to be used as an electronic data room (the “**Data Room**”, also referred to as the “Secure Data Room” in the Statement of Requirements) in which it has placed documents in the possession of the Province that the Province has identified as relevant to the Project, and that may be useful to Proponents. The Province 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 Province may advise in writing with respect to a specific document. The Province will grant Proponents access to the Data Room and will require Proponents to execute an agreement to keep information contained in the Data Room confidential.

The information in the Data Room may be supplemented or updated from time to time. Although the Province will attempt to notify Proponents of all updates, Proponents are solely responsible for ensuring they check the Data Room frequently for updates and to ensure the information used by the Proponents is the most current, updated information.

## **2.10 Proponent's Contact Representative**

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

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



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## 3 Key Project Elements

Any description or overview of the Initial Draft Design-Build Agreement or the Final Draft Design-Build Agreement in this RFP is provided for convenience only and does not replace, supersede, supplement or alter the Initial Draft Design-Build Agreement or the Final Draft Design-Build Agreement. If there are any inconsistencies between the terms of the Final Draft Design-Build Agreement and the description or overview of those terms set out in this RFP or the Initial Draft Design-Build Agreement, the terms of the Final Draft Design-Build Agreement will prevail.

### 3.1 Design-Builder

The Design-Builder will be responsible for all aspects of the Project in accordance with the Design-Build Agreement. This includes design, construction and commissioning of the new Terminal located in Victoria's Inner Harbour on the traditional territory of the Lekwungen Peoples, known today as the Esquimalt and Songhees Nations. The scope of work includes:

- a) maintenance of minimum operational requirements related to the ferry operators' (in particular Black Ball's), the CBSA's and the USCBP's existing operations;
- b) demolition and removal of certain existing Clipper terminal infrastructure;
- c) design and construction of a new pre-clearance Terminal with a new commercial goods processing facility adhering to modern border security standards;
- d) replacement of certain ageing wharf facilities;
- e) improvements to Belleville street; and
- f) performing move related services for the ferry operators, the CBSA and the USCBP.

The Province expects to require the demolition of certain phase I temporary structures at the end of the Project. These minor works are not currently included in the Design-Builder's scope. The Province may elect to add this scope to the Design-Build Agreement as a change, may enter into negotiations with the Design-Builder to enter into a separate contract or may procure this work separately.



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## 3.2 Permitting and Approvals

### 3.2.1 Municipal

The Site is located on lands owned by the Province. Accordingly, the City and the Province entered into a municipal agreement for the Project whereby the City and the Province agreed on an alternative process for obtaining municipal approvals from the City for the design and construction of the Facility. The Design-Builder will be responsible for complying with this process, as described in the Design-Build Agreement.

### 3.2.2 Environmental

The Province has conducted numerous environmental studies on the Site and has made the associated reports available in the Data Room. The Province is currently conducting additional soil investigations and the result of those will be shared in the Data Room once available. The Province intends to retain risks associated with undisclosed environmental contamination as described in the Design-Build Agreement.

### 3.2.3 Permitting

The Province has initiated the permitting process with various agencies in anticipation of the works related to the Project.

- a) The Province intends to assign certain permits to the Design-Builder where applicable in an effort to expediate the overall Project schedule, the Design-Builder is solely responsible for any changes to the permits assigned to it thereafter including applications of subsequent permits if required per the process described in the Design-Build Agreement.

For the permit applications initiated by the Province but not yet issued or assigned at Contract Execution, the Design-Builder is responsible for coordinating with the Province the assignment of applications and making any changes necessary per the process described in the Design-Build Agreement.

Table 1 below summarizes the permits the Province has initiated and intend to assign to the Design-Builder.

**TABLE 1: PROVINCE INITIATED PERMITS**

Permit Name	Authority Having Jurisdiction	Status
Project Activity Review	Transport Canada	Issued
Aeronautical Assessment Form	Transport Canada	Issued
Navigable Protection Program Application for Approval	Transport Canada	Issued
Land Use Proposal Submission Form – General	NAV Canada	Issued
Land Use Proposal Submission Form – Cranes	NAV Canada	Issued

The applications for these permits are available in the Data Room along with other permits and regulatory reviews associated with the Project where the Province has applied for or obtained but will not assign to the Design-Builder. The Design-Builder is solely responsible for all other permits, reviews and approvals required for the Project.

### 3.3 Technical Reports

The Province has made available certain reports in the Data Room describing Site conditions for reference by Proponents, including reports regarding geotechnical, archaeological, environmental, contamination and hazardous materials conditions at the Site (collectively, the “Technical Reports”).

The Technical Reports cannot be relied upon by the Design-Builder for sufficiency, relevance or interpretation, except as expressly indicated otherwise in the Design-Build Agreement. The Technical Reports are subject to the limitations and qualifications set out in such investigations or reports or the Design-Build Agreement.

### 3.4 Existing Operations and Construction Phasing

Both ferry operators are expected to continue their operations at all times during construction. The Clipper's operations will be largely relocated to areas adjacent to the Site. Black Ball will require the use of portions of the Site to maintain its operations. Further, the border agencies must be able to perform their functions at all times. The Design-Builder will be responsible for ensuring the minimum operational requirements for these entities are maintained during construction, as described in the Design-Build Agreement. In submitting a Proposal, Proponents should satisfy themselves as to the Site conditions and the impact they could have on any or all of the Work, as defined in the Design-Build Agreement.

The Province anticipates facilitating a “construction phasing and traffic management during construction” discussion with each Proponent during the Collaborative Meetings for the purpose of answering questions related to minimum operational requirements and traffic management expectations on the Site during construction. In developing technical solutions for the Project, Proponents are expected to understand the existing conditions, the operational requirements of the ferry operators, the CBSA and the USCBP and the critical dimensions and limitations of the Site, including all necessary traffic management requirements during construction, all as outlined in the Design-Build Agreement.

### 3.5 Schedule

Substantial completion is to be achieved no later than the Target Substantial Completion Date.

### 3.6 Terminal Space Requirements and Indicative Design

The Design-Builder will be required to design and construct all components of the Facility to accommodate the spaces, activities, functions, design features and adjacencies described in the Final Draft Design-Build Agreement.

The Province's technical team has developed an indicative design (the “**Indicative Design**”) for the Facility. This Indicative Design serves several purposes, including testing functionality and providing general layout and adjacencies of the Facility. The Indicative Design is not intended to restrict Proponents in their design of the Facility.

The Indicative Design should not be relied upon by Proponents. It is for illustrative and general guidance purposes only and does not relieve the Design-Builder in any way of all responsibility for the design of the Facility.



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Drawings describing the Indicative Design for the Facility are available in the Data Room.

### 3.7 Furniture and Equipment

The Design-Builder will complete the Facility to accommodate furniture and equipment, including all required electrical and plumbing connections, structural support, seismic restraints and space for efficient access, all to the tolerances and specifications as may be specified and required by the manufacturers or suppliers of the equipment, and in accordance with the Design-Build Agreement.

The equipment roles and responsibilities, as well as an equipment list, are provided as an appendix to the Statement of Requirements. The Design-Builder is required to coordinate equipment installation with the building construction schedule while allowing delivery/installation as close to substantial completion as possible. All equipment that is Design-Builder installed is expected to be completed prior to substantial completion unless otherwise noted in the equipment list.

### 3.8 Sustainability Initiatives

#### 3.8.1 Wood First and Mass Timber Use

In support of the Province's commitment to an expansion of the use of mass timber in B.C., the use of mass timber will be in accordance with the Statement of Requirements.

The Terminal will comply with the requirements of the *Wood First Act*. Proponents are encouraged to optimize wood use wherever suitable.

#### 3.8.2 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 Facility'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 certification and the Province's Environmental Stewardship Policy standards will be the minimum requirements for the Project; and
- the Terminal will be an all-electric facility, incorporating minimum energy usage and carbon emission targets.



### 3.9 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)

### 3.10 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)

### 3.11 Procurement and Contract Terms

The Province has identified certain labour objectives to be achieved through the delivery of public sector infrastructure projects. These objectives will ensure that provincial infrastructure projects are delivered in a way that provides both the best outcome for the projects, and long-lasting benefits for British Columbians and their communities. The Design-Builder will be responsible for fulfilling the obligations set out in the Design-Build Agreement for the Project and will be compensated by the Province during the construction period.

### 3.12 Respect in the Workplace

The Design-Builder will develop and implement appropriate policies and training to support the Province’s objectives of having a construction site that is free of racism and discrimination and that is culturally safe and respectful. Approval of suitable policies and a training plan will be a requirement of the Design-Build Agreement and a pre-requisite for construction to commence.

## 4 Nominated Additional Key Individuals

Each Proponent must nominate in writing to the Contact Person the following Additional Key Individuals:

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

For each of the Additional Key Individuals required by this Section 4, the Proponent should provide in writing to the Contact Person the credentials of the Key Individual that include at a minimum, the following information:

- a) name, professional qualifications/designation(s) and a summary of education;
- b) relevant experience and capability in relation to the Project; and
- c) two references (with up-to-date contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) with knowledge of the Additional Key Individuals. At least one of the references should be the project lead for the owner and ideally should be from a project actively worked on in the last three years. Proponents should confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Province.

The Proponent should provide the nominations of the Additional Key Individuals and all such information by the Submission Time for Additional Key Individuals.

The credentials of the Additional Key Individuals will be reviewed based on the demonstrated strength and relevance of the individual's qualifications and experience to



undertake their respective role on the Project and are subject to the approval of the Province, acting reasonably.

Each Proponent will provide to the Province such additional credentials and information as may be requested by the Province.

The Province should provide each Proponent with a confidential response approving or rejecting the Additional Key Individuals and confirming each Proponent's continued status as Proponent (the "**Notice of Continued Status**") within five (5) Business Days of receiving the nominations for Additional Key Individuals, or such longer period as may be required by the Province. Receipt of a Notice of Continued Status is a condition of the Proponent's continued status as a Proponent and a Mandatory Requirement. The Province may discuss the Additional Key Individuals at a Collaborative Meeting and may instruct Proponents to provide additional information on the Additional Key Individuals at a Collaborative Meeting.

Until receipt of the Notice of Continued Status, the Proponent may change the Additional Key Individuals, and will provide further credentials and information as may be requested by the Province.

After receipt of the Notice of Continued Status, any changes to Proponent Teams are subject to Section 7.11 of this RFP.



## 5 Affordability

A key objective of the Competitive Selection Process is to achieve the Project scope while meeting the Project's Design-Build Price Ceiling requirements.

### 5.1 Design-Build Price Ceiling

The Province has identified a mandatory price ceiling (the “**Design-Build Price Ceiling**”) of \$251.0 million for the Nominal Cost of the Proposal. Project approvals by the Province have been based on this Design-Build Price Ceiling.

### 5.2 Nominal Cost Calculation

Each Proponent should calculate the Nominal Cost of the Proposal and should use the Form A1 - Breakdown of Contract Price provided by the Province in the Data Room. The completed Breakdown of Contract Price and the Nominal Cost of the Proposal calculation should be submitted with the Proponent's Proposal. This Nominal Cost of the Proposal will be compared to the Design-Build Price Ceiling for evaluation purposes as described in Appendix A of this RFP.

The Breakdown of Contract Price is available in the Data Room as “Form A1 – Breakdown of Contract Price.xls”.

## 6 Proposal Requirements

### 6.1 Participation Agreement

As a condition of participating in this RFP each Proponent must sign and deliver to the Contact Person a Participation Agreement, substantially in the form attached as Appendix F or otherwise acceptable to the Province, in its discretion. Proponents will not be permitted to participate in Collaborative Meetings or participate further in the Competitive Selection Process unless and until they have signed and delivered a Participation Agreement as required by this Section.

### 6.2 Proposal Form and Content

Proposals should be in the form and include the content described in Appendix B. Each Proponent may only submit one Technical Submission and, if invited to do so, one Financial Submission.



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## 7 Submission Instructions

### 7.1 Submission Times and Submission Location

With respect to the delivery of Proposals:

- a) **Technical Submission:** Proponents must submit the Technical Submission to the Submission Location by the Submission Time for Technical Submissions. The Technical Submission should be made up of the following:
  - 1. the cover letter (and all attachments) to the Technical Submission as described in the Technical Submission section of Appendix B; and
  - 2. the portion of the Proposal Requirements described in the Technical Submission section of Appendix B.
- b) **Financial Submission:** If invited to do so pursuant to Section 8.1, Proponents must submit the Financial Submission to the Submission Location by the Submission Time for Financial Submissions. The Financial Submission should be made up of the following:
  - 1. a completed Proposal Declaration Form in the form attached as Appendix C;
  - 2. the cover letter (and all attachments) to the Financial Submission as described in the Financial Submission section of Appendix B; and
  - 3. the portion of the Proposal Requirements described in the Financial Submission section of Appendix B;

#### 7.1.1 Electronic Submission

For each of its Technical Submission and Financial Submission, the Proponent should submit one electronic copy of each file described in Section 7.1.2 (as applicable to each of the Technical Submission and Financial Submission) by uploading to a secure web-based platform of the Proponent's choosing. The Contact Person will have access to the secure web-based platform, as confirmed with the Contact Person in advance. Proponents 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 For Technical Submissions and Submission Time For Financial Submissions respectively.

### 7.1.2 Electronic Copies

To facilitate the Province's evaluation, Proponents should provide the electronic copies of their Technical Submission and Financial Submission in a number of separate files. As a minimum breakdown, and with reference to Appendix B, Proponents should provide individual files for the following Proposal Requirement sections:

a) Entire Technical Submission

1. Package 1: Transmittal Package
2. Package 2: Technical Submission
  - i. Proponent Team
  - ii. Project Approach, Management and Construction
  - iii. Design and Construction
3. Package 3: Scored Elements

b) Entire Financial Submission

1. Package 4: Transmittal Package
2. Package 5: Financial Submission
  - i. Basis of Financial Submission
  - ii. Insurance and Bonding
  - iii. Proposal Price
3. Package 6: Financial Capacity Package

In addition, Proponents should provide individual files for each drawing or sketch logically organized in folders for each discipline with a reference to the specific Proposal Requirement section. Drawings should be separated into separate files and grouped by discipline.



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## 7.2 No Fax or Email Submission

Proposals submitted by fax or email will not be accepted, except as specifically permitted in this RFP.

## 7.3 Language of Proposals

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

## 7.4 Receipt of Complete RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any Addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the Submission Time for Technical Submissions. The Province accepts no responsibility for any Proponent lacking any portion of this RFP.

## 7.5 Enquiries

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

Proponents are encouraged to submit Enquiries using the Enquiry Form (Appendix J) at an early date to permit consideration by the Province:

- a) for Enquiries of a technical nature: prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time for Technical Submissions; and
- b) for Enquiries of a financial nature: prior to 15:00 Pacific Time on the day that is 5 Business Days before the Submission Time for Financial Submissions.

The Province may, in its discretion, decide not to respond to any Enquiry.

The following applies to any Enquiry:

- a) responses to an Enquiry will be in writing;
- b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Province;
- c) the Province is not required to provide a response to any Enquiry;



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- d) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- e) if the Province decides that an Enquiry marked “Commercial in Confidence”, or the Province’s response to such an Enquiry, must be distributed to all Proponents, then the Province will permit the enquirer to withdraw the Enquiry rather than receive a response and if the Proponent does not withdraw the Enquiry, then the Province may provide its response to all Proponents;
- f) notwithstanding Sections 7.5 (f) and (g):
  - 1. if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence”, the Province may provide a response to such Enquiry to all Proponents; and
  - 2. if the Province determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the Province may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.

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

## **7.6 Electronic Communication**

Proponents should only communicate with the Contact Person by email. Other methods of communication, including telephone or fax, are discouraged. The Contact Person will not respond to any communications sent by fax.

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

- a) the Province does not assume any risk or responsibility or liability whatsoever to any Proponent:



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1. for ensuring that any electronic email system being operated for the Province or Infrastructure BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
  2. if a permitted email communication or delivery is not received by the Province or Infrastructure BC, or received in less than its entirety, within any time limit specified by this RFP; and
- b) all permitted email communications with, or delivery of documents by email 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.

## **7.7 Addenda**

The Province may, in its discretion through the Contact Person, amend this RFP at any time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 7.5, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Province is authorized to amend or clarify this RFP. The Province will provide a copy of all Addenda to all Proponents.

## **7.8 Intellectual Property Rights**

### **a) Grant of Licence**

Subject to Section 7.8 (b), by submitting a Proposal, each Proponent will, and will be deemed to have:

1. granted to the Province a royalty-free licence without restriction to use for this Project any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the **"Intellectual Property Rights"**) contained in the Proponent's Proposal, or that are otherwise disclosed by the Proponent to the Province; and
2. in favour of the Province, waived or obtained, a waiver of all moral rights contained in the Proposal.



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Proponents will not be responsible or liable for any use by the Province or any sub-licensee or assignee of the Province of any Intellectual Property Rights contained in a Proposal.

b) Exceptions to Licence

The licence granted under Section 7.8 (a) does not extend to Third Party Intellectual Property Rights to non-specialized third-party technology and software that are generally commercially available. By submitting a Proposal, each Proponent represents to the Province that it owns or has, and will continue to own or have at the Submission Time for Technical Submissions, all necessary rights to all Third Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Province and, subject to the foregoing exceptions, has the right to grant a licence of such Third Party Intellectual Property Rights in accordance with Section 7.8 (a).

## 7.9 Definitive Record

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

## 7.10 Amendments to Proposals

A Proponent may:

- a) amend any aspect of its Technical Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Technical Submissions;
- b) amend any aspect of its Financial Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Financial Submissions; and
- c) in its Financial Submission, amend its Technical Submission as contemplated in Section 7.1 (b).

A Proponent may not amend any aspect of its Proposal except as set out above.



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### 7.11 Changes to Proponent Teams

If for any reason a Proponent wishes or requires to add, remove or otherwise change a member of its Proponent Team after it was shortlisted by the Province under the RFQ (or in the case of Additional Key Individuals if any, after they have been approved by the Province), 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 Proponent Team, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team members, then the Proponent must 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 procurement process that is not unfair to the other Proponents. For clarity:

- a) the Province may refuse to permit a change to the membership of a Proponent Team if the change would, in the Province's judgement, 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 Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a Proponent Team member, or changes to the legal relationship among the Proponent and/or Proponent Team members, such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent Team originally shortlisted.

The Province's approval may include such terms and conditions as the Province may consider appropriate.

### 7.12 Validity of Proposals

By submitting a Proposal, each Proponent agrees that:

- a) its Proposal, including all prices and input costs, will remain fixed and irrevocable from the Submission Time for Financial Submissions until midnight at the end of the 90<sup>th</sup> day following the Submission Time for Financial Submissions (the "**Proposal Validity Period**"); and
- b) after the expiry of the Proposal Validity Period, all prices and input costs in its Proposal may not be adjusted unless the Proponent provides notice to the Province of any proposed adjustment and demonstrates to the satisfaction of the Province that the Proponent

has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices and input costs are required solely as a direct result of one or more events that:

1. are external to the Proponent and the Proponent Team members;
2. could not have been prevented by, and are beyond the control of, the Proponent and any of its Proponent Team members; and
3. constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment.

A Proponent may indicate in its Proposal a Proposal Validity Period that exceeds 90 days.

### **7.13 Material Change After Submission Time for Financial Submissions**

A Proponent will give immediate notice to the Province of any material change that occurs to a Proponent after the Submission Time for Financial Submissions, including a change to its membership or a change to the Proponent's financial capability.

### **7.14 Acceptable Equivalents**

The Statement of Requirements is intended to generally be performance-based, but includes in some instances specific requirements related to design and construction, such as room types and sizes, adjacencies, access requirements, products, materials, equipment and technical systems (including structural, foundation, mechanical (HVAC), information technology and electrical) that the Province considers are important to meet the Province's objectives. However, the Province wishes to provide some flexibility for Proponents to propose equivalent alternatives that when considered by the Province, in its discretion, continue to meet the Province's objectives.

A Proponent may submit an Enquiry marked "Commercial in Confidence – Acceptable Equivalent" that identifies the applicable section(s) in the Statement of Requirements that contain the requirement(s) and the Proponent's proposed equivalent that it considers will be equal to or better than the specified requirement(s) and that will still meet the Province's objectives, along with supporting materials. The Province may, in its discretion, request clarification, further information or additional supporting materials for the proposed equivalent.

The Province may, in its discretion:

- a) respond to indicate that the proposed equivalent is acceptable;
- b) respond to indicate that the proposed equivalent is acceptable subject to the Proponent's compliance with any conditions identified by the Province;
- c) respond to indicate that the Province does not consider the proposed equivalent to be acceptable;
- d) request clarification, further information or additional material;
- e) not respond to the Enquiry; or
- f) provide any other response in accordance with Section 7.5.

The provisions of Section 7.5 relating to "Commercial in Confidence" Enquiries will apply, including with respect to withdrawal of an Enquiry, Enquiries by more than one Proponent on the same or similar topics, or the Province's determination if there is a matter which should be brought to the attention of all Proponents.

If the Province responds to a "Commercial in Confidence – Acceptable Equivalent" Enquiry, or responds to any Enquiry that is not "Commercial in Confidence", regarding a proposed equivalent to indicate that the proposed equivalent is acceptable, then a Proponent may make its Technical Submission on the basis of the response, the proposed equivalent will be considered an "**Acceptable Equivalent**" and the use of the Acceptable Equivalent will not in and of itself be a failure to meet the requirements set out in Appendix A.

Unless the Province responds to indicate that a proposed equivalent is acceptable, a Proponent is at risk that the use of a proposed equivalent will not substantially meet the requirements set out in Appendix A and that the Province may not invite the Proponent to provide a Financial Submission.

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

Despite any indication by the Province of the acceptability of an equivalent, the Design-Builder remains responsible for fulfilling all of its obligations and responsibilities under the Design-Build Agreement.

Following selection of the Preferred Proponent, the Design-Build Agreement will, in accordance with Section 9.2, be amended to include all Acceptable Equivalents used by



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that Preferred Proponent, or negotiated by the Province and the Preferred Proponent, whether or not proposed by any other Proponent.



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## 8 Evaluation

### 8.1 Mandatory Requirements

The Province has determined that the following are the Mandatory Requirements:

- a) the Proponent must have signed and delivered to the Contact Person the Participation Agreement in accordance with Section 6.1;
- b) the Proponent must have received a Notice of Continued Status;
- c) the Technical Submission must be received at the Submission Location before the Submission Time for Technical Submissions and the Financial Submission must be received at the Submission Location before the Submission Time for Financial Submissions; and
- d) the Nominal Cost of the Proposal as at the Submission Time for Financial Submissions must not exceed the Design-Build Price Ceiling.

Subject to the following paragraph, the Province will reject a Proposal that fails to meet the Mandatory Requirements.

Subject to Section 8.2, the Province reserves the right to evaluate any Proposal where the Design-Build Price Ceiling requirements have not been met, but will do so only in the event that the Proposals received from all the Proponents do not meet the Design-Build Price Ceiling requirement as per Section 8.1 (d) above.

### 8.2 Evaluation of Proposals

The Province will evaluate Proposals in the manner set out in Appendix A. The Province will not evaluate a Proposal if it has been rejected, or if the applicable Proponent has been disqualified, in accordance with this RFP.

The Province may, in its discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including ranking, of any aspect of a Proposal, including if the Province considers that any Proposal, including the Technical Submission or the Financial Submission, or any part of a Proposal, requires clarification or more complete information, contains defects, ambiguities, alterations, qualifications, omissions, inaccuracies or misstatements, or does not for any reason whatsoever satisfy the Province that the Proposal meets any

requirements of this RFP at any time, or for any other reason the Province, in its discretion, deems appropriate and in the interests of the Province and this RFP, or either of them:

- a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Proposal;
- c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted at the discretion of the Province, including the time, location, length and agenda for such interviews or presentations;
- d) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal and any other persons (including persons other than those listed by Proponents in any part of their Proposals) to verify any and all information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;
- e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- f) not proceed to review and evaluate, or discontinue the evaluation of any Proposals, including any Technical Submission or Financial Submission, and disqualify the Proponent from this RFP; and
- g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any Proposal, including with any Technical Submission or Financial Submission or any part of their component packages.



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Without limiting the foregoing or Appendix A, the Province may, in its discretion (and without further consultation with the Proponent), reject any Proposal which in the opinion of the Province: (i) is materially incomplete or irregular; (ii) contains omissions, exceptions or variations (including any modifications, changes or additions to the Final Draft Design-Build Agreement, other than as provided for in Sections 9.2, not acceptable to, or material to, the Province; (iii) contains any false or misleading statement, claims or information; or (iv) contains any false statements, criminal affiliations or activities by a Proponent or Proponent Team member.

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

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

Proponents may not submit any clarifications, information or documentation in respect of the Technical Submission after the Submission Time for Technical Submissions and in respect of the Financial Submission after the Submission Time for Financial Submissions, without the prior written approval of the Province, or without an invitation or request by the Province.

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

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



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As part of the evaluation of a Technical Submission, the Province may identify that the Province is not satisfied that the Technical Submission meets one or more requirements of the Final Draft Design-Build Agreement. The Province may, but is not required to, reject that Proposal in accordance with the terms of this RFP. If the Province does not exercise its discretion to reject the Proposal, the Province may provide to the Proponent a list of the items that the Province is not satisfied meet the requirements of the Final Draft Design-Build Agreement. The Proponent will, if selected as Preferred Proponent, be required to comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal. By submitting its Financial Submission, a Proponent that has received such a list will be deemed to have agreed to comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

If the Province identifies that the Proponent's energy model does not reflect the Technical Submission, or does not meet the requirements of the RFP, including the Final Draft Design-Build Agreement, the Province may, prior to the Financial Submission, require a Proponent to re-submit the energy model with supporting documentation acceptable to the Province. The Province may, in its discretion, exchange written documentation with the Proponent regarding the evaluation of the Proponent's energy model, or may require a meeting with the Proponent. The process will be repeated until the energy model is acceptable to the Province.

The Province is not responsible for identifying all areas in which a Technical Submission does not meet the requirements of the Final Draft Design-Build Agreement. Irrespective of whether the Province has identified or has failed to identify any such areas, a Proponent is not relieved in any way from meeting the requirements of this RFP, and if selected as Preferred Proponent will not be relieved from meeting all requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

The Province will, subject to the provisions of this RFP, invite each Proponent that has delivered a Technical Submission that has not been rejected to submit a Financial Submission.



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## 9 Selection of Preferred Proponent and Award

### 9.1 Selection and Award

If the Province selects a Preferred Proponent, the Proponent with the highest ranked Proposal will be selected as the Preferred Proponent, and the Province will invite the Preferred Proponent to enter into final discussions to settle all terms of the Design-Build Agreement, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

If for any reason the Province determines that it is unlikely to reach final agreement with the Preferred Proponent, then the Province may terminate the discussions with the Preferred Proponent and proceed in any manner that the Province may decide, in consideration of its own best interests, including:

- a) terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, including using other contractors; or
- b) inviting one of the other Proponents to enter into discussions to reach final agreement for completing the Project.

Any final approvals required by the Province, such as from the Provincial Government, will be conditions precedent to the final execution or commencement of the Design-Build Agreement.

### 9.2 Final Draft Design-Build Agreement

It is the intention of the Province that:

- a) any issues with respect to the Initial Draft Design-Build Agreement will be discussed during the Collaborative Meetings and fully considered prior to issuance of the Final Draft Design-Build Agreement; and
- b) once issued, the Final Draft Design-Build Agreement will not be further substantively modified and will be executed by the Preferred Proponent without further substantive amendment, except for changes, modifications and additions:
  - 1. relating to the determination by the Province, in its discretion, of which parts, if any, of the Proposal are to be incorporated by

reference or otherwise, into the Design-Build Agreement or otherwise pursuant to express provisions of the Design-Build Agreement;

2. to those provisions or parts of the Final Draft Design-Build Agreement that are indicated as being subject to completion or finalization, or which the Province determines in its discretion require completion or finalization, including provisions that require:
  - i. modification or the insertion or addition of information relating to the Design-Builder's formation (e.g., corporate, partnership or trust structure) and funding structure; and
  - ii. modification or the insertion or addition of information in order to reflect accurately the nature of the Design-Builder's relationships with its principal subcontractors (including each of the project contractors);
3. required by the Province to complete, based on the Proposal, any provision of the Final Draft Design-Build Agreement, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Design-Build Agreement;
4. that are necessary to create or provide for a legally complete, enforceable and binding agreement;
5. that enhance clarity in legal drafting; or
6. that reflect Acceptable Equivalents in accordance with Section 7.14.

The Province also reserves the right, in its discretion, to negotiate changes to the Final Draft Design-Build Agreement and to the Preferred Proponent's Proposal.

Upon Contract Execution, the Design-Build Agreement, and the instruments and documents to be executed and delivered pursuant to it, supersede (except as expressly incorporated therein) the RFP and the Proposal submitted in respect of the Design-Builder.

### **9.3 Preferred Proponent Security Deposit**

Subject to the terms of this RFP:



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- a) the Province will invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit on or before the date and time specified by the Province, such date not to be earlier than five Business Days after notification of the appointment of the Preferred Proponent; and
- b) the Preferred Proponent's eligibility to remain the Preferred Proponent is conditional upon the Preferred Proponent delivering the Preferred Proponent Security Deposit to the Province on or before the date and time specified by the Province.

#### **9.4 Return of Security Deposit**

Subject to Section 9.5, the Province will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- a) within 10 Business Days after receipt by the Province of notice of demand from the Preferred Proponent, if:
  - 1. the Province exercises its right under Section 11.1 to terminate this RFP prior to entering into the Design-Build Agreement for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or
  - 2. the Province fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement finalized by the Province in accordance with Section 9.2, provided that such failure is not the result of:
    - i. the failure of the Preferred Proponent to satisfy any conditions set out in the Final Draft Design-Build Agreement; or
    - ii. any extensions to the Proposal Validity Period arising from any agreement by the Province to negotiate changes to the Final Draft Design-Build Agreement pursuant to Section 9.2; or
- b) within 10 Business Days after Contract Execution with such Preferred Proponent.

## 9.5 Retention of Security Deposit

Notwithstanding any receipt by the Province of the notice described in Section 9.4, the Province may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for the Province's own use as liquidated damages, if:

- a) the Proponent or any Proponent Team member is in material breach of any term of this RFP or the Participation Agreement; or
- b) after receipt of written notice from the Province:
  - 1. the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement finalized by the Province in accordance with Section 9.2; or
  - 2. Contract Execution fails to occur within 30 days (or such longer period as the parties may agree) of receipt of such notice from the Province,

unless:

- 3. any such failure was the result of a significant event which could not have been reasonably prevented by, or was beyond the reasonable control of, the Preferred Proponent; and
- 4. the Preferred Proponent demonstrates to the Province's satisfaction, acting reasonably, that the occurrence of such significant event would materially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the Design-Build Agreement for a continuous period of 180 days as if the Design-Build Agreement was in force and effect.

## 9.6 Partial Compensation for Participation in this RFP

Upon execution of the Design-Build Agreement, the Province will pay \$2,100,000 (inclusive of any GST payable) to each unsuccessful Proponent that:

- a) complied with the Mandatory Requirements in Section 8.1 (a), (b) and (c) of this RFP;
- b) received an invitation to submit a Financial Submission;



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- c) has not withdrawn from the Competitive Selection Process or been disqualified by the Province in accordance with the terms of this RFP; and
- d) provides to the Province written acknowledgment of:
  - 1. the disclaimers, limitations and waivers of liability and claims contained in this RFP, including Section 11.3; and
  - 2. the grant of Intellectual Property Rights to the Province and waiver of moral rights pursuant to Section 7.8.

If the Province exercises its right under Section 11.1 to terminate the RFP process prior to entering into the Design-Build Agreement with a Proponent, the Province will pay to each Proponent that satisfies the requirements (to the extent applicable) set out in (a) – (d) above, the lesser of:

- a) \$2,100,000 (inclusive of any taxes payable); and
- b) the substantiated out-of-pocket costs reasonably incurred by the Proponent in preparing its Proposal,

provided that if the Province exercises such rights after the selection of a Preferred Proponent, the Preferred Proponent must have delivered the Preferred Proponent Security Deposit in accordance with Section 9.3 to be entitled to receive any such payment.

In determining whether to make available the partial compensation described in this Section 9.6, the Province will consider the potential value of obtaining the licence to the Province of rights to the Intellectual Property Rights and the waiver of moral rights pursuant to Section 7.8. Accordingly, the Province may, in its discretion, offer to pay up to \$2,100,000 (inclusive of any taxes payable) to a Proponent that is not otherwise entitled to payment under this Section 9.6 on conditions established by the Province, in its discretion. The conditions may include the Province reviewing the Intellectual Property Rights (such as for a Proposal that was returned) and being satisfied with the value of such rights and the Proponent entering into an agreement with the Province granting licence rights to the Province. Such offer and resulting arrangements will not be governed by this RFP.

## **9.7 Debriefs**

The Province will, following Contract Execution, upon request from a Proponent within 60 days of Contract Execution, conduct a debriefing for that Proponent.



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## 10 Conflict of Interest and Relationship Disclosure

### 10.1 Reservation of Rights to Disqualify

The Province reserves the right to disqualify any Proponent that in the Province's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise required by the Province.

### 10.2 Relationship Disclosure

Each Proponent, including each member of the Proponent Team, should fully disclose all relationships they may have with the Province, any Restricted Party, or any other person providing advice or services to the Province with respect to the Project or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage:

- a) by submission of completed Relationship Disclosure Forms with its Proposal; and
- b) at any time during the Competitive Selection Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

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

### 10.3 Use or Inclusion of Restricted Parties

The Province may, in its discretion, disqualify a Proponent, or may permit a Proponent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise required by the Province, if the Proponent is a Restricted Party, or if the Proponent uses a Restricted Party:



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

Each Proponent is responsible to ensure that neither the Proponent nor any Proponent Team member uses or seeks advice or assistance from any Restricted Party, or includes any Restricted Party in the Proponent Team.

#### **10.4 Current Restricted Parties**

At this RFP stage, and without limiting the definition of Restricted Parties, the Province has identified the following persons as Restricted Parties, including their former and current employees who fall within the definition of Restricted Party:

- ▶ Advicas Groups Consultants Inc.
- ▶ Atkins Realis
- ▶ Aeroustics Engineering
- ▶ Ausenco Sustainability Inc.
- ▶ Black Ball Ferry Line
- ▶ Boughton Law Corporation (COI Adjudicator)
- ▶ Capex Project Advisory Services Inc.
- ▶ Clipper Navigation Ltd.
- ▶ Cumberland Capital Projects Ltd.
- ▶ Ernst & Young Orenda Corporate Finance Inc. and Real Estate Services Inc.
- ▶ Gar Consulting Inc.
- ▶ Getsmart Solutions Inc.
- ▶ Good Insights Strategy Inc.
- ▶ Inhabit Designs Inc.





- ▶ Insight Health Tech Planning
- ▶ John R. Singleton, K.C.
- ▶ Kasian Architecture Interior Design and Planning Ltd.
- ▶ Kerr & Associates Consulting Inc.
- ▶ Kimbo Design Inc.
- ▶ LMDG Building Code Consultants Ltd.
- ▶ Major Crown Projects Inc.
- ▶ Millennia Research Ltd.
- ▶ MMK Consulting Inc.
- ▶ Muniak Enterprises
- ▶ Norton Rose Fulbright Canada LLP
- ▶ PML Landscape Architects
- ▶ Singleton Urquhart Reynolds Vogel LLP;
- ▶ SSA Quantity Surveyors Ltd.
- ▶ Stantec Consulting Ltd.
- ▶ Two Worlds Consulting Ltd.
- ▶ The Province, BCTFA and Infrastructure BC

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.

### **10.5 Conflict of Interest Adjudicator**

The Province has appointed the COI Adjudicator to provide decisions on conflicts of interest, unfair advantage or exclusivity issues, including whether any person is a Restricted Party. The Province may, in its discretion, refer matters to the COI Adjudicator.



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## 10.6 Request for Advance Decision

A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent 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 by submitting to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submissions, by email, the following information:

- a) names and contact information of the Proponent 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 make its own submission to the COI Adjudicator.

If a Proponent 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.

## 10.7 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 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 Proponent, and may give notice to the possible Restricted Party so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent 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 Proponent make an application under Section 10.6.



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## **10.8 Decisions Final and Binding**

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

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

## **10.9 Shared Use**

A Shared Use Person is a person identified by the Province as eligible to do work for more than one Proponent, including a person who has unique or specialized information or skills such that the Province considers in its discretion their availability to all Proponents to be desirable in the interests of the Competitive Selection Process. Any Shared Use Person will be required to agree not to enter into exclusive arrangements with any Proponent.

No Shared Use Persons have been identified for this Project.

## **10.10 Exclusivity**

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

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

A Proponent or a prospective Proponent Team member who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision in accordance with this Section through the following process:



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- a) to request an advance decision on matters related to exclusivity, the Proponent or prospective Proponent Team member should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submissions by email, the following information:
1. names and contact information of the Proponent or prospective Proponent Team member making the disclosure;
  2. a description of the relationship that raises the possibility of non-exclusivity;
  3. 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
  4. copies of any relevant documentation.
- b) 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.

#### 10.10.1 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 Proponent so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Province may require that the Proponent make an application under Section 10.10.

### 10.10.2 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 Proponents, Proponent 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.

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



## 11 RFP Terms and Conditions

### 11.1 No Obligation to Proceed

This RFP does not commit the Province to select a Preferred Proponent or enter into a Design-Build Agreement, and the Province reserves the complete right to at any time reject all Proposals, and to terminate this RFP and the Competitive Selection Process and proceed with the Project in some other manner.

### 11.2 No Contract

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

### 11.3 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 Proposal, the Proponent represents and warrants to the Province that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Province and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.

### 11.4 Cost of Preparing the Proposal

Subject to Section 9.6, each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by the Province, attending meetings and conducting due diligence.

### 11.5 Confidentiality of Information

Subject to the confidentiality conditions in Schedule 1 of the Participation Agreement, all information pertaining to the Project received by any Proponent or Proponent Team member through participation in this RFP is confidential and may not be disclosed



without written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Province. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

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 this RFP, including limitations on “Commercial in Confidence” information under Sections 2.4 and 7.5, the Province may, in its discretion, disclose information that is available from the Project to Infrastructure BC and other projects, and may obtain information from other projects.

### **11.6 General Reservation of Rights**

The Province reserves the right, in its discretion, to:

- a) amend the scope of the Project and/or modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- b) accept or reject any Proposal based on the Province’s evaluation of the Proposals in accordance with Appendix A, and in particular the Province is not obliged to select the Proposal with the lowest Nominal Cost of the Proposal;
- c) reject a Proposal that fails to meet the Mandatory Requirements;
- d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Proposal or failure to comply with the requirements of this RFP except for Mandatory Requirements (but subject to the Province’s right with respect to the Design-Build Price Ceiling requirement as set out in Section 8.1), and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;
- e) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any



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of its team members subject to any payment required pursuant to Section 9.6;

- f) re-advertise for new Proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- g) negotiate any aspects of a Preferred Proponent's Proposal;
- h) make any changes to the terms of the business opportunity described in this RFP; and
- i) amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

### **11.7 No Collusion**

Proponents and Proponent Team members, their employees and representatives involved with the Proposal, will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team member of such other Proponent) regarding the preparation, content or representation of their Proposals.

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

### **11.8 No Lobbying**

Proponents, Proponent Team members, 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 RFP, 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 RFP) will attempt to communicate in relation to the Project, this RFP, 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, any Members of the Legislative Assembly), any Restricted Parties, or any director, officer, employee, agent, advisor,



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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, the Province in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration and the Proponent will not be eligible for, or receive, the partial compensation as set out in Section 9.6.

### **11.9 Ownership of Proposals**

All Proposals submitted to the Province become the property of the Province and will be received and held in confidence by the Province, subject to the provisions of FOIPPA and this RFP.

### **11.10 Disclosure and Transparency**

The Province is committed to an open and transparent procurement process. To assist the Province in meeting its commitment, Proponents 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:

- a) the RFP;
- b) the number of Proponents; and
- c) the name of Proponents.

Following Contract Execution, the Province expects to publicly disclose:

- d) the Fairness Reviewer's report; and
- e) the final Design-Build Agreement excluding those portions that may be redacted pursuant to the application of FOIPPA.

Each Proponent agrees that:

- f) to ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP process, the disclosure of any public information generated in relation to the Project, including communications with the media and

the public, must be coordinated with, and is subject to prior written approval of, the Province;

- g) it will notify the Province of any and all requests for information or interviews received from the media; and
- h) it will ensure that all of the Proponent Team members and others associated with the Proponent comply with the requirements of this RFP.

### 11.11 Fairness Reviewer

The Province has appointed John Singleton, K.C (the “**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 with full access to all documents, meetings and information related to the evaluation processes under this RFP that 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 RFP.

Proponents may contact the Fairness Reviewer directly with regard to concerns about the fairness of the Competitive Selection Process.

### 11.12 Legal Advisor

Norton Rose Fulbright Canada LLP is a Restricted Party. By submitting a Proposal, the Proponent, and each member of a Proponent Team, expressly consents to Norton Rose Fulbright Canada LLP continuing to represent the Province for all matters in relation to this RFP and the Project, including any matter that is adverse to the Proponent, despite any information of the Proponent, or any member of a Proponent Team or any of their respective related parties, and any solicitor-client relationship that the Proponent, or any member of a Proponent Team or any of their respective related parties, may have had, or may have, with Norton Rose Fulbright Canada LLP in relation to matters other than this RFP and the Project. This Section is not intended to waive any of the Proponent’s, or relevant member of a Proponent Team’s, rights of confidentiality or solicitor-client



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privilege. The Province reserves the right at any time to waive any provision of this Section.

### **11.13 Limitation of Damages**

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- a) agrees not to bring any Claim against the Province or any of its employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of this RFP or Competitive Selection Process, including:
  - 1. if the Province accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Competitive Selection Process; or
  - 2. if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Province exercises any rights under this RFP; and
- b) waives any and all Claims against the Province or any of its employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Province and the Proponent for any reason, including:
  - 1. if the Province accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the Competitive Selection Process; or
  - 2. if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Province exercises any rights under this RFP.

This Section does not limit the Province's obligation to make payment under Section 9.6, but in no event will the Province's liability exceed the amount calculated pursuant to Section 9.6.

## 12 Definitions and Interpretations

### 12.1 Definitions

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Design-Build Agreement.

In this RFP:

**“Acceptable Equivalent”** has the meaning set out in Section 7.14.

**“Addenda”** or **“Addendum”** means an addendum to this RFP issued by the Contact Person as described in Section 7.7.

**“Additional Key Individuals”** means the Mechanical Design Engineer Lead, the Electrical Design Engineer Lead, Building Envelope Specialist, Border Security Specialist, Marine Works Specialist and Communications Manager.

**“Affiliated Persons”**, or affiliated persons, 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);

b) two corporations, if

1. each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
2. one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or

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

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

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

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

**“Border Agency Data Room”** has the meaning set out in Section 2.2.

**“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 as identified as an Additional Key Individual or as may be changed pursuant to this RFP. This individual is expected to have security expertise and possess direct experience in the security requirements of the CBSA and USCBP.

**“Breakdown of Contract Price”** means the form in which Proponents are to provide the Province costing of the Project and the calculation of the Nominal Cost of the Proposal as set out in Section 5 and Appendix B.

**“Building Envelope Specialist”** means the individual responsible for the design and construction reviews of the building elements providing environmental separation as identified as an Additional Key Individual or as may be changed pursuant to this RFP.

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

**“Business-to-Business Networking Session”** has the meaning set out in Section 2.5.

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

**“City”** means the City of Victoria, British Columbia.

**“Claim”** means any claim, demand, 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 2.4.



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

**“Communications Manager”** means the individual responsible for leading the Design-Builder’s communications activities for the Project as identified as an Additional Key Individual or as may be changed pursuant to this RFP.

**“Conflict of Interest Adjudicator”** or **“COI Adjudicator”** means the person described in Section 10.5.

**“Contact Person”** means the person identified as such in the Summary of Key Information.

**“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.

**“Data Room”** has the meaning set out in Section 2.9.

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

**“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 identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

**“Design-Build Design Manager”** means the Design-Builder’s representative in charge of oversight of the design-build design team, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

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

**“Design-Build Price Ceiling”** has the meaning set out in Section 5.1.



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**“Design-Builder”** means the entity that enters into the Design-Build Agreement with the Province and who has direct responsibility to design and build the Project, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

**“Electrical Design Engineer Lead”** means the individual responsible for leading the electrical design of the Project as identified as an Additional Key Individual or as may be changed pursuant to this RFP.

**“Enquiry”** has the meaning set out in Section 7.5.

**“Facility”** means all permanent structures constructed on the Site for the Project.

**“Fairness Reviewer”** has the meaning set out in Section 11.11.

**“Final Draft Design-Build Agreement”** has the meaning set out in Section 2.7.

**“Financial Capacity Package”** has the meaning set out in Appendix B.

**“Financial Submission”** has the meaning set out in Appendix B.

**“Form A1 - Breakdown of Contract Price and Monthly Progress Payments”** refers to the file named as such in the Data Room.

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

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

**“Guarantor”** means an entity providing financial and/or performance support to the Proponent 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 identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

**“Indicative Design”** has the meaning set out in Section 3.6.

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



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**“Initial Draft Design-Build Agreement”** means the draft Design-Build Agreement labeled “Initial Draft Design-Build Agreement” and posted in the Data Room.

**“Intellectual Property Rights”** has the meaning set out in Section 7.8.

**“Interested Parties”** has the meaning set out in Section 2.4

**“Key Individual(s)”** of a Proponent means the specific individuals, exclusive to the Proponent, filling the following roles (or equivalent), as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP:

- Design-Build Director;
- Design-Build Design Manager;
- Design-Build Construction Manager;
- Lead Architect;
- Mass Timber Specialist;
- Mechanical Design Engineer Lead;
- Electrical Design Engineer Lead;
- Building Envelope Specialist;
- Border Security Specialist;
- Marine Works Specialist; and
- Communications Manager.

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 identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.



**“Mandatory Requirements”** means the proposal requirements described in Section 8.1.

**“Marine Works Specialist”** means the individual responsible for design and construction reviews of all marine related works for the Project as identified as an Additional Key Individual or as may be changed pursuant to this RFP.

**“Mass Timber Specialist”** means the individual responsible for mass timber related components of the Project as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

**“Mechanical Design Engineer Lead”** means the individual responsible for leading the mechanical design of the Project as identified as an Additional Key Individual or as may be changed pursuant to this RFP.

**“Nominal Cost of the Proposal”** means the nominal sum of the values identified as such in Form A1 - Breakdown of Contract Price and Monthly Progress Payments.

**“Notice of Continued Status”** has the meaning set out in Section 4.

**“Participation Agreement”** has the meaning set out in Section 6.1.

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

**“Preferred Proponent Security Deposit”** means an irrevocable letter of credit in the amount of \$2,000,000 in the form set out in Appendix G or in such other form acceptable to the Province in its discretion.

**“Priority List”** has the meaning set out in Appendix O.

**“Project”** has the meaning set out in Section 1.1.

**“Proponent”** means one of the design-builders identified in Section 1.2.

**“Proponent Team”** means a Design-Builder, its Design-Build Design Firms, its Key Individuals and Guarantors, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

**“Proponent’s Contact Representative”** means, for a Proponent, the person who under the RFQ for such Proponent was the “Respondent’s Representative” (as such term is



used in the RFQ), as such person may be changed from time to time by the Proponent by written notice to the Province, and who is fully authorized to represent the Proponent in any and all matters related to this RFP.

**“Proposal”** means a proposal submitted in response to this RFP.

**“Proposal Requirements”** means the requirements described in Appendix B.

**“Proposal Validity Period”** has the meaning set out in Section 7.12.

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

**“Province Representatives”** has the meaning set out in Section 2.4.

**“Relationship Disclosure Form”** means a form substantially as set out in Appendix D or as otherwise acceptable to the Province.

**“Request for Proposals”** or **“RFP”** means this request for proposals including all appendices, as may be amended by Addenda.

**“Request for Qualifications”** or **“RFQ”** has the meaning set out in Section 1.2.

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

**“Schedule of Accommodations”** refers to the file named as such in the Data Room.

**“Scored Elements”** means those elements of the Technical Submission that will be scored in accordance with Appendix A and as listed in Table 1 of Appendix A.

**“Scored Elements Adjustment”** means the process of adjustment set out in Appendix A.

**“Shared Use Person”** has the meaning set out in Section 10.9.

**“Site”** means the site located at Belleville Street, Victoria, BC in Victoria, B.C., where the Facility is to be constructed.



**“Statement of Requirements”** means the functional requirements and specifications for the design and construction of the Facility as set out in the Design-Build Agreement, including Schedule 1 [Statement of Requirements].

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

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

**“Submission Time for Collaborative Meeting 1”** means the date and time identified as such in the Summary of Key Information.

**“Submission Time for Collaborative Meeting 2”** means the date and time identified as such in the Summary of Key Information.

**“Submission Time for Collaborative Meeting 3”** means the date and time identified as such in the Summary of Key Information.

**“Submission Time for Collaborative Meeting 4”** means the date and time identified as such in the Summary of Key Information.

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

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

**“Summary of Key Information”** refers to the Section titled as such.

**“Target Substantial Completion”** means the date in Section 2.1 specified for achieving substantial completion.

**“Technical Reports”** means the reports described in Section 3.3

**“Technical Submission”** has the meaning set out in Appendix B.

**“Terminal”** means the new Bellville terminal building to be constructed as part of the Project.

**“Third Party Intellectual Property Rights”** means all Intellectual Property Rights of any person which is not a member of, or a related party to, a member of the Proponent Team.

**“USCBP”** has the meaning set out in Section 2.2

## **12.2 Interpretation**

In this RFP, except to the extent the context or the express provisions of this RFP 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 RFP;
- c) a reference to a Section or Appendix is a reference to a Section of, or Appendix to, this RFP;
- d) words, including “they”, “them” and “their”, which may impute the plural include the singular and vice versa;
- e) words which may impute gender are interpreted as gender neutral;
- f) the word “including” when used in this RFP is not to be read as limiting;
- g) 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 authority;
- h) all time references are to the 24-hour time clock system unless otherwise indicated;
- i) all dollar values are Canadian dollars unless otherwise indicated; and

- j) each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

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



## APPENDIX A Evaluation of Proposals

The Province will evaluate the Proposals in accordance with this Appendix A.

### Part 1. Technical Submissions

Subject to the terms of this RFP, including Section 8.1 Mandatory Requirements and Section 8.2 Evaluation of Proposals, the Province will evaluate each Technical Submission to determine whether the Province is satisfied that the Technical Submission substantially meets the following requirements:

- a) the provisions of this RFP, including the requirements set out in:
  - 1. Appendix B of this RFP; and
  - 2. the Final Draft Design-Build Agreement;
- b) demonstration that the Proponent has a good understanding of the Project and the obligations of the Design-Builder under the Design-Build Agreement; and
- c) demonstration that the Proponent is capable of:
  - 1. performing the obligations and responsibilities of the Design-Builder; and
  - 2. delivering the Project in accordance with the Design-Build Agreement.

**If the Province is not satisfied that the Technical Submission substantially meets the above requirements, the Province may reject the Proposal and not evaluate it further.**

The Province will also evaluate and score each Technical Submission against the criteria described in Table 1 of this Appendix A. Table 1 describes these criteria and indicates the maximum points available for each criterion and the weighting of each sub-criterion where applicable.

Points will be awarded for how effectively the Proposal responds to the design requirements set out in Schedule 1 [Statement of Requirements] of the Design-Build



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Agreement in a manner consistent with the evaluation considerations described in Table 1.

Table 1 – Scored Elements Evaluation Criteria and Weighting		
Related Section in Appendix B	Criteria	Points
5.1	<p><b><u>Creating an Exceptional Belleville Terminal</u></b></p> <p>The Province will consider how effectively the design responds to:</p> <ul style="list-style-type: none"> <li>Public Presence/Visual Impact; and</li> <li>Use and Integration of Mass Timber</li> </ul> <p>In evaluating, the following will be considered:</p>	30
5.1.1	<p><b>Public Presence/Visual Impact</b></p> <p>The extent to which:</p> <ul style="list-style-type: none"> <li>The Facility positively contributes and integrates with the neighbourhood and inner harbour including building massing and exterior materials of the Terminal building;</li> <li>Overall architectural design of the Terminal including spatial efficiency and aesthetic appeal;</li> <li>The Terminal design creates a ‘front entrance façade’ and welcoming views from both Belleville Street and Inner Harbour;</li> <li>The Terminal design maximizes the use of exterior glazing on all building facades to provide transparent views from Belleville Street and the public realm through the Terminal building to the Inner Harbour; and</li> <li>Enhance pedestrian experience and the public realm including the integration of the David Foster Pathway with the Facility.</li> </ul>	20
5.1.2	<p><b>Use and Integration of Mass Timber</b></p> <ul style="list-style-type: none"> <li>The design maximizes the use of mass timber for structural and functional applications; and</li> <li>The Terminal design showcases substantive exterior and interior mass timber aesthetic features.</li> </ul>	10
5.2	<p><b>Indigenous Groups Cultural Integration</b></p> <p>The Province will consider how effectively the design responds to and demonstrates:</p> <ul style="list-style-type: none"> <li>Program Requirements and Flexibility in Design; and</li> </ul>	20



Table 1 – Scored Elements Evaluation Criteria and Weighting		
Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> <li>Culturally Reflective Features</li> </ul> <p>In evaluating, the following will be considered:</p>	
5.2.1	<b>Program Requirements and Flexibility in Design</b> <ul style="list-style-type: none"> <li>Thoughtful placement, variety and location of display opportunities for Indigenous art to emphasize the themes of land, sea and sky of the Lekwungen Peoples are well thought out and integrates seamlessly with the overall design of the Facility; and</li> <li>The overall design of the Facility provides flexibility to accommodate changes to both the placement and size of the indigenous art during design development (post Contract Execution) with no negative impacts to cost or schedule.</li> </ul>	15
5.2.2	<b>Culturally Reflective Features</b> <ul style="list-style-type: none"> <li>The Indigenous Participation plan outlines: <ul style="list-style-type: none"> <li>Strategies and processes for incorporating features that respect and relay the importance of local Indigenous awareness, inclusiveness and sharing of knowledge; and</li> <li>Strategies for incorporation of the above into the Project's final design post Contract Execution with minimal impacts to cost or schedule.</li> </ul> </li> </ul>	5
5.3	<b>Facility Layout and Future Proofing</b> <p>The Province will consider how effectively the design responds to:</p> <ul style="list-style-type: none"> <li>Facility Layout and Circulation</li> <li>Facility Future Proofing and Flexibility</li> </ul> <p>In evaluating, the following will be considered:</p>	50
5.3.1	<b>Facility Layout and Circulation</b> <ul style="list-style-type: none"> <li>Enhancement of accessibility and functionality for vehicular, pedestrian, and users including but not limited to efficient traffic flow, safety and overall usability; and</li> <li>Facility wayfinding is highly intuitive and requires minimal signage.</li> </ul>	25

Table 1 – Scored Elements Evaluation Criteria and Weighting		
Related Section in Appendix B	Criteria	Points
5.3.2	<b>Facility Future Proofing and Flexibility</b> <ul style="list-style-type: none"> <li>▪ Increased net area for the Departure Passenger Waiting and the Pre-Inspection program components to accommodate future growth in the Terminal passenger volumes, including the corresponding increased support areas that serve these program areas;</li> <li>▪ Increased in-bound vehicular laneway space to accommodate larger volume of traffic from the Black Ball vessel on site;</li> <li>▪ Additional opportunities for CRUs in the Terminal; and</li> <li>▪ Maximum flexibility and functional use for CRUs (e.g. retail, restaurant) including availability of utility connections and overall design integration within the Terminal.</li> </ul>	25
	<b>Total Points</b>	<b>100</b>

The Technical Submission will be scored and awarded points based on the level of achievement of the criteria in Table 1, based on information provided in the Technical Submission as described in Appendix B, Proposal Requirements.

## Part 2. Financial Submission

Subject to the terms of this RFP including Section 8.1 Mandatory Requirements and Section 8.2 Evaluation of Proposals, the Province will evaluate each Financial Submission to determine whether the Province is satisfied that the Financial Submission substantially meets the following requirements:

- a) in accordance with Section 5.1 of the RFP, the Nominal Cost of the Proposal as at the Submission Time for Financial Submissions must not exceed the Design-Build Price Ceiling;
- b) the Proponent has the financial capacity to meet the obligations of the Project to cover liabilities not covered by insurance and bonding;
- c) the Proponent has confirmation of a bonding undertaking for a performance bond and a labour and materials payment bond, each in the amount of 50 per cent of the Nominal Cost of the Proposal; and
- d) the provisions of this RFP, including the requirements set out in:

1. Appendix B of this RFP; and
2. the Final Draft Design-Build Agreement.

**If the Province is not satisfied that the Financial Submission substantially meets the above requirements, the Province may reject the Proposal and not evaluate it further.**

### **Part 3. Ranking Process**

Proposals that have not been rejected will be ranked according to the following process:

#### **STEP 1: LOWEST ADJUSTED NOMINAL COST**

The Province will calculate the Adjusted Nominal Cost of the Proposal by doing the following:

##### **a) Scored Elements Adjustment**

For the purposes of evaluation and ranking only, the Nominal Cost of the Proposal will be adjusted based on:

1. calculating the number of points (including partial points) points achieved by the Proposal;
2. multiplying that calculated number of points by \$215,800 (the nominal value of a point allocated by the Owner for this purpose); and
3. subtracting the product from the Nominal Cost of the Proposal.

The Proposal which offers the lowest Adjusted Nominal Cost of the Proposal as determined by the Province will receive the highest ranking and be designated the highest-ranked Proposal.

#### **STEP 2: MOST ADVANTAGEOUS TO THE PROVINCE**

If the Adjusted Nominal Cost of another Proposal is not more than \$100,000 higher than the Proposal with the lowest Adjusted Nominal Cost of the Proposal, then the Province will select the Proposal that, in the Province's discretion, is the most advantageous to the Province, and such Proposal will be designated as the highest-ranked Proposal. The Province expects that it will have to conclude that there are compelling advantages



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as compared to the Proposal with the lowest Adjusted Nominal Cost of the Proposal before a Proposal with a higher Adjusted Nominal Cost of the Proposal will be selected.



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## APPENDIX B Proposal Requirements

Provided as a separate document.



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## APPENDIX C Proposal Declaration Form

**By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. Capitalized terms are defined in Section 12.1 of this RFP.**

### **[RFP Proponent's Letterhead]**

To: Ministry of Transportation and Infrastructure  
Suite 200, 940 Blanshard Street, Victoria BC  
V8W 3E6

Attention: Sarah Hill, Contact Person

In consideration of the Province's agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees, confirms and acknowledges on its own behalf and on behalf of each member of the Proponent Team, to the extent applicable to such Proponent Team member and within the reasonable knowledge of such Proponent Team member, that:

### **1. Proposal**

- a) this Proposal Declaration Form has been duly authorized and validly executed by the Proponent;
- b) the Proponent is bound by all statements and representations in its Proposal;
- c) its Proposal strictly conforms with the RFP and that any failure to strictly conform with the RFP may, in the discretion of the Province, be cause for rejection of its Proposal;
- d) its Proposal is made without collusion or fraud; and
- e) the Province reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and other investigations on all or any of the Proponent Team members, and by submitting a Proposal, the Proponent and each Proponent Team member agrees that they consent to the conduct of all or any of those investigations by the Province.



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## 2. Acknowledgements with Respect to the RFP

- a) the Proponent and each Proponent Team member has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- b) the Proponent has provided a Proposal that does not exceed the Design-Build Price Ceiling as defined in the RFP;
- c) the Proponent and each Proponent Team member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- d) the Proponent's representative identified below is fully authorized to represent the Proponent and each Proponent Team member in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- e) the Proponent has disclosed all relevant relationships of the Proponent and each Proponent Team member, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- f) the Final Draft Design-Build Agreement is in a form acceptable to the Proponent and the Proponent will comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

## 3. Consent of Proponent Team

- a) the Proponent has obtained the express written consent and agreement of each member of the Proponent Team, as listed below, to all terms of this Proposal Declaration Form to the extent applicable to such Proponent Team member, and within the reasonable knowledge of such Proponent Team member.

## 4. The Proponent Team consists of:

Name	Address	Key Individual
<hr/>		



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## PROPONENT'S CONTACT REPRESENTATIVE

<hr/> Name	<hr/> Name of Employer
<hr/> Address	<hr/> Email Address
<hr/> Name of Authorized Signatory	<hr/> Telephone
<hr/> Signature	

**If the Proponent is a joint venture or special purpose entity – this form is to be executed by each of its joint venture members, as applicable, as identified in the response to the RFQ (and as may have been changed pursuant to this RFP) as the Respondent or the Respondent Team lead(s), or as otherwise acceptable to the Province.**



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## APPENDIX D Relationship Disclosure Form

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

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

- a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each member of the Proponent Team, to the best of the knowledge of that member;
- b) the Proponent and the members of the Proponent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties;
- c) the following is a full disclosure of all known relationships the Proponent and each member of the Proponent Team has, or has had, with:
  - 1. the Province;
  - 2. any listed Restricted Party;
  - 3. any current employees, 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 for Technical Submissions; and
  - 5. any other person who, on behalf of the Province or a listed Restricted Party, has participated or 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 Proponent Team Member	Name of Party with Relationship (e.g., list Province, Restricted Party)	Details of the Nature of the Relationship with the listed Restricted Party/Person (e.g., <i>Proponent Team member was an advisor to the Restricted Party from 2005-2006</i> )
e.g., Firm Name Ltd.	Infrastructure BC	Firm Name Ltd. is working with Infrastructure BC on Project X.
e.g., John Smith	Owner Name	Employee from 19XX – 20XX

(Each Proponent Team member to submit one Relationship Disclosure Form. Add additional pages as required. Corporate disclosures only need to be provided once and not repeated for every individual of that company).

## NAME OF PROPONENT

---

Name of Firm – Proponent

---

Address

---

Email Address

---

Telephone

---

Name of Authorized Signatory for Proponent

---

Signature



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**If the Proponent is a joint venture or special purpose entity – this form is to be executed by each of its joint venture members, as applicable, as identified in the response to the RFQ (and as may have been changed pursuant to this RFP) as the Respondent or the Respondent Team lead(s), or as otherwise acceptable to the Province.**



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## APPENDIX E Proponent Comments Form

(Collaborative Meetings – s. 2.4(b))

### Belleville Terminal Redevelopment Project - Phase II

Section	Proposed Change (including detailed drafting)	Reasons for Proposed Change



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## APPENDIX F Participation Agreement

[Insert Month, Day Year]

Ministry of Transportation and Infrastructure  
Suite 200, 940 Blanshard Street, Victoria BC  
V8W 3E6

Attention: Sarah Hill, Contact Person

Dear Sirs/Mesdames:

Re: Belleville Terminal Redevelopment Project - Phase II – Participation Agreement in respect of the Request for Proposals issued by (the Province) on March 28, 2024 as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

This letter agreement sets out the terms and conditions of the Participation Agreement between [Insert Name of Proponent] (the “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:



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- a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data 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 sole and absolute 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, authority 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 (c) 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,

  
  
  
  
  
  
  
  
  
  

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(Name of Proponent)

---

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, the 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 which:
- 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;
- b) **Disclosing Party** means the Province or any of its Representatives;



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- 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 a Proponent or any of its Representatives;
  - e) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, Project team members 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 Receiving Party, the Province or Infrastructure BC in connection with the Project.
2. **Confidentiality.** The Receiving Party 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 Receiving Party 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 Receiving Party will keep all Confidential Information that the Receiving Party 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 the Confidential Information to any other person for any purpose whatsoever.
4. **Limited Disclosure.** The Receiving Party 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 Receiving Party 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 Receiving Party 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 Receiving Party 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 which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
6. **Acknowledgment of Irreparable Harm.** The Receiving Party 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 Receiving Party or any party to whom the Receiving Party provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Receiving Party 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 Receiving Party 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.
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 Preferred Proponent Security Deposit

**[Note: The Preferred Proponent Security Deposit should be a Letter of Credit substantially in the following form, issued by, or confirmed by, a Canadian chartered bank acceptable to the Province in its discretion and be callable at the bank's counters in Vancouver, British Columbia.]**

TO: [Insert Authority Name]  
<>  
(the "Beneficiary")

RE PREFERRED PROPONENT SECURITY DEPOSIT

IRREVOCABLE LETTER OF CREDIT NO: [Insert Number]

Dear Sirs/Mesdames:

At the request of our client, [Insert text] (the Customer), we hereby issue in your favour our irrevocable letter of credit No. [Insert number] (Letter of Credit) for a sum not exceeding in the aggregate [Insert Value in Words] (CDN \$[Insert Value]) effective immediately.

This bank will immediately pay to you under this Letter of Credit any amount or amounts claimed, not exceeding in the aggregate the sum of CDN \$[Insert Value] upon your written demand(s) for payment being made upon us at our counter during normal business hours, [Note: insert address of Bank in Vancouver, British Columbia], Canada referencing this irrevocable Letter of Credit No. [Insert number] dated [Insert date].

Partial drawings are permitted.

This Letter of Credit is issued subject to International Standby Practices 98 (ICC Publication 590) (ISP 98) of the International Chamber of Commerce.

Drawings up to the full amount of the Letter of Credit may be made where the drawing is accompanied by a certificate executed by an authorized signatory of the Beneficiary stating that:

- a) the person signing the certificate is an authorized signatory of the Beneficiary; and



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b) the Beneficiary is entitled to draw upon this Letter of Credit.

Any drawings made under this Letter of Credit must be accompanied by the original or certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above.

We will honour your written demand(s) for payment on presentation without enquiring whether you have a legitimate claim between yourself and our said Customer.  
All banking charges are for the account of the Customer.

This Letter of Credit will remain in full force and effect and, unless renewed, will expire at the close of business on **[Insert Date]**.

Notice of non-renewal will be provided to the Beneficiary in writing by registered mail by not later than 20 Business Days before the expiry date.

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Authorized Signatory

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Authorized Signatory



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## APPENDIX H Construction Insurance Underwriting Questionnaire

Posted in the Data Room



## APPENDIX I Initial Draft Design-Build Agreement

Posted in the Data Room



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## APPENDIX J Enquiry Form

### ENQUIRIES

#### Belleville Terminal Redevelopment Project - Phase II

Request Number: \_\_\_\_\_

Proponent 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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## APPENDIX K Bonding Undertaking

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

Date: [Insert Month, Day Year] No. [Insert number]  
To: [Insert Owner Name]  
Re: Request for Proposals  
[Insert Project Name]

We [Insert Name of Surety], a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, are the Surety for [Insert Name of Proponent]. 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 submit a Proposal for the captioned Project, which we understand will require a Performance Bond of 50% of the Nominal Cost of the Proposal and a Labour and Materials Payment Bond of 50% of the Nominal Cost of the Proposal. Based on the information available at this time, and subject to our assessment of the [Insert Project Name], and our client's work program at the time of submission of its Proposal, 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.

(Name of Surety)

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Attorney-In-Fact

[NTD: this can be the surety or the broker  
if authorised to issue bonds on behalf of  
the surety]"



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## APPENDIX L 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 Proposals for the  
[Insert Project Name]

[Insert Respondent Name]

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company<sup>1</sup>]", do hereby undertake and agree to provide "Wrap-Up" Commercial General Liability insurance in the amount of [Insert Insurance Limit in CAPITALS] MILLION DOLLARS (\$[Insert Insurance Limit in numbers]) inclusive per occurrence, [Insert Insurance Limit in CAPITALS] MILLION DOLLARS (\$[Insert Insurance Limit in numbers]) general aggregate for bodily injury, death and damage to property including loss of use thereof, and product/completed operations liability with a limit of [Insert Insurance Limit in CAPITALS] MILLION DOLLARS (\$[Insert Insurance Limit in numbers]) annual 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 Province

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

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

SIGNED \_\_\_\_\_

<sup>1</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 and Title of Duly Authorized  
Agent/Broker/Insurance Company  
Representative

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Signature of Duly Authorized  
Agent/Broker/Insurance Company  
Representative

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Name of Firm (Name of  
Agency/Brokerage/Insurance  
Company)



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## APPENDIX M 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 Proposals for the [Insert Project Name]

[Insert Respondent Name]

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company<sup>2</sup>]", do hereby undertake and agree to provide Professional Liability (Errors and Omissions) Insurance in the amount of not less than [Insert Insurance Limit in CAPITALS] MILLION DOLLARS (\$[Insert Insurance Limit in numbers]) 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 [Province].

Dated at

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

SIGNED

\_\_\_\_\_  
Name and Title of Duly Authorized  
Agent/Broker/Insurance Company Representative

\_\_\_\_\_  
Signature of Duly Authorized Agent/Broker/Insurance  
Company Representative

<sup>2</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 of Firm (Name of Agency/Brokerage/Insurance Company)



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## APPENDIX N Collaborative Meeting Structure

A suggested approach for each of the Collaborative Meetings, including example agenda and submission items, is provided below:

a) Collaborative Meeting 1:

1. architectural site plan option(s) with major blocking elements (e.g., housing, programs, central services) showing key circulation, access and adjacencies;
2. Project phasing;
3. any unique architectural features that might be equivalent to specified items but need approval;
4. high level engineering strategies (mechanical, electrical, structural, marine works, civil);
5. specific products, services, or areas of interest for the Business-to-Business networking session;
6. commentary on Initial Draft Design-Build Agreement;
7. commentary on schedule; and
8. commentary on affordability or expensive/problematic specification items.

b) Collaborative Meeting 2:

1. resolution of any issues raised by the Province in Collaborative Meeting 1;
2. Project phasing;
3. architectural floor plans to a concept plan level of completion sufficient to illustrate functionality of spaces and key adjacencies;
4. civil works;
5. border security requirements;

6. any features or proposed Acceptable Equivalents needing advanced consideration or review including engineering issues (refer to Section 7.14 for further details);
7. commentary on Initial Draft Design-Build Agreement; and
8. Proponent opinions on areas of the Statement of Requirements that may:
  - i. exceed typical industry specifications related to quality and performance for facilities of this type;
  - ii. exceed good industry practices and related standards in relation to redundancy and spare capacity;
  - iii. drive unexpected outcomes and/or costs; or
  - iv. be achieved in a more efficient manner.

c) Collaborative Meeting 3:

1. resolution of any issues raised by the Province in Collaborative Meeting 2;
2. Project phasing;
3. architectural floor plans to a concept plan level of completion sufficient to illustrate functionality of spaces, travel flows and key adjacencies;
4. any features or proposed Acceptable Equivalents needing advanced consideration or review including engineering issues (refer to Section 7.14 for further details); and
5. commentary on Initial Draft Design-Build Agreement.

d) Collaborative Meeting 4:

1. resolution of any issues raised by the Province in Collaborative Meeting 3 and thereafter including subsequent Enquiry Responses and Addenda;

2. General Items for clarification at Proponents' discretion. Follow sample agenda items circulated by the Province for level of detail required for meaningful feedback.
3. any features or proposed Acceptable Equivalents needing advanced consideration or review including engineering issues (refer to Section 7.14 for further details);
4. Costing and affordability; and
5. commentary on Initial Draft Design-Build Agreement.

e) Sample agenda below:

1. proposed design and functionality, including presentation of current design with changes from earlier submission(s) highlighted, and including any Province feedback received;
2. discuss requirements of the Statement of Requirements, including any that may result in affordability concerns;
3. discuss any outstanding issues, or new issues, on any topic;
4. commentary on the Initial Draft Design-Build Agreement; and
5. wrap up with Proponent replaying what they heard.



## APPENDIX O Security Clearance Process

The Province on behalf of the CBSA and USCBP, requires security clearance of applicable individuals on the Proponent Team during the RFP phase, and more broadly for the Design-Builder during the construction phase. The required security clearance process is as follows:

### 1. RFP Phase

For the RFP phase of the Project, each Individual with access to border agency security specifications is required to undergo security clearance checks by CBSA and USCBP. These clearance checks include criminal records check as well as other background checks. The presence of any record may result in an applicant not receiving a security clearance for the Project.

#### 1.1 USCBP Security Clearance

Each individual requiring security clearance is required to provide the below information directly and only to the USCBP contact email: [VICTORIAPAU@cbp.dhs.gov](mailto:VICTORIAPAU@cbp.dhs.gov) with the title “Belleville RFP Security Clearance [Proponent Team Name]” in the subject line. Neither the Contact Person nor the Fairness Reviewer are to be cc’d in these emails.

- a) legal name, alias, maiden name;
- b) gender;
- c) telephone number;
- d) email address;
- e) residence address;
- f) date of birth;
- g) place of birth;
- h) previous address if not in current address for last 5 years; and
- i) consent for verification where applicable

#### 1.2 CBSA Security Clearance



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Proponents are to provide a summary list of all individuals requiring security clearance directly and only to the CBSA contact email: [Katie.Murray@cbsa-asfc.gc.ca](mailto:Katie.Murray@cbsa-asfc.gc.ca) with the title “Belleville RFP Security Clearance [Proponent Team Name]”. Within that summary list, a priority list of up to ten individuals (the “**Priority List**”) are to be identified to expediate clearance of individuals critical to the RFP phase.

Neither the Contact Person nor the Fairness Reviewer are to be cc’d in these emails.

Each individual is required to complete the CBSA Personnel Screening, Consent and Authorization Form using the following information:

### **CBSA Personnel Screening, Consent and Authorization Form**

As a law enforcement agency, all external service providers must complete and submit the Canada Border Services Agency (CBSA) [Personnel Screening, Consent and Authorization form](#).

With respect to the [CBSA Personnel Screening, Consent and Authorization Form](#), please ensure that you:

1. Review the **Important Notes** of the Personnel Screening, Consent and Authorization Form prior to entering any information on the form.
2. Complete the online [CBSA Personnel Screening, Consent and Authorization Form](#).
3. Use the following information when completing the “Administrative Information” section:
  - **Project Authority:** Katie Murray
  - **Email Address:** [Katie.Murray@cbsa-asfc.gc.ca](mailto:Katie.Murray@cbsa-asfc.gc.ca)
  - **Type of Request:** New
  - **Requested level of reliability/security:** Reliability
4. Click “**Submit**” once you have completed the Form or your form will not be processed.

### **IMPORTANT – Dos and Don’ts**

- Application can be completed on any computer with an internet connection.
- Ensure you are using Internet Explorer, Microsoft Edge or Google Chrome.

- Reliability Status: Applicant must fill in their last five (5) years residence ***with no gaps in*** time.
- PO Boxes are not acceptable addresses.
- Please do not use acronyms. For example: CBSA = Canada Border Services Agency

For additional guidance on the CBSA security screening process and online form, please refer to the following resource: [Apply for a Canada Border Services Agency security screening](#).

A database check is performed with the personal information collected. Occasionally a person with a similar name and date of birth could cause a record to be generated that will not enable further consideration of the applicant in this process without a fingerprint check being done. If required, the fingerprint process will be an additional cost as charged by the police agency where the individual resides. This additional fingerprint check can only be done after prior consultation with CBSA and/or USCBP and does not guarantee a security clearance will be granted.

The processing times for database checks cannot be guaranteed. **If all information is provided, clearances are typically processed within three weeks' time upon receipt of the completed application.** Proponents are solely responsible for coordinating the security clearance process.

The decision of the CBSA and/or USCBP is final and there is no process for appeal, applicants will receive email notification of the status of their clearance ("cleared" or "not cleared"). A list of individuals with "cleared" status from CBSA and USCBP will be provided to the Province and those individuals with "cleared" status from CBSA and/or USCBP will be granted access to the respective secured folder(s) of the Border Agency Data Room associated with the border agency(es), pursuant to their meeting the conditions to access the Data Room per section 2.9. It is possible for an individual to be cleared by CBSA but not USCBP and vice versa, in such circumstances that individual will only be granted access to the secured folder associated with the border agency that had granted clearance.

## 2. Construction Period Security Clearance

A more in-depth and enhanced security and confidentiality requirements is required for the Design-Builder during the design and construction of the Project. This will include the broader Design-Builder team members involved in the development of materials for,



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and participation in, the Design and the User Consultation Process described in Appendix 2B [Review Procedure] of the Design-Build Agreement as well as all personnel involved in construction will be required to undergo and sign-off on the enhanced security and confidentiality requirements prior to being given access to the Site.

The management and administration of the confidentiality requirements will be the responsibility of the Design-Builder. A detailed description of the security clearance process and obligations for the Construction Period are described in the Design-Build Agreement.



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