**Request for
Qualifications**

Highway 1 – Jumping Creek to MacDonald Snowshed Project

 Issued August 2, 2023

 As Amended September 11, 2023



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| --- |
| Summary of Key Information |
| **RFQ Title** | Highway 1 – Jumping Creek to MacDonald Snowshed ProjectPlease use this title on all correspondence. |
| **Contact Person** | The Contact Person for this RFQ can be reached at: JCM.Contact@gov.bc.ca.Please direct all enquiries, by email, to the Contact Person.No telephone enquiries please. |
| **Enquiries** | Respondents are encouraged to submit enquiries at an early date and prior to 15:00 local time in Vancouver, BC on the day that is 10 business days before the Submission Time to permit consideration by the Province; the Province may, at its discretion, decide not to respond to any enquiry. |
| **Receipt Confirmation Form** | Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form attached as Appendix B. |
| **Submission Time** | 11:00 AM local time in Vancouver, BC on October 11, 2023 |
| **Submission Location** | Highway 1 – Jumping Creek to MacDonald Snowshed Projectc/o Infrastructure BCSuite 1220, 800 West Pender StreetVancouver, BC V6C 1J8Attention: Contact Person |
| **Delivery Hours** | Deliveries will be accepted at the Submission Location on weekdays (excluding Statutory Holidays) from 08:30 to 16:00 local time in Vancouver, BC. |

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# Introduction

## Purpose of this RFQ

This Request for Qualifications (“RFQ”) is issued by His Majesty the King in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (“the Province”). The purpose of this RFQ is to invite interested parties to indicate their interest in, and their qualifications for, the Highway 1 – Jumping Creek to MacDonald Snowshed Project (“the Project”).

Through the process described in this RFQ, the Province anticipates identifying up to three Respondents to be invited to participate in the next phase of the Competitive Selection Process, the Request for Proposals (“RFP”) phase.

The purpose of the Competitive Selection Process is to identify a qualified entity (“Design-Builder”) with whom the Province may enter into a contract (the “Design-Build Agreement”) to design and construct the Project over a period anticipated to begin at Contract Execution with substantial completion in the fall of 2027 and total completion in the spring of 2028.

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

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

## Administration of this RFQ

Infrastructure BC Inc. (“Infrastructure BC”) is managing this RFQ and the Competitive Selection Process on behalf of the Province.

## Eligibility

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, consortia, partnerships, or any other legal entities. If the Respondent is not a legal entity, the Respondent will act through the legal entity or entities comprising the Respondent.

## Background

The Province’s transportation plan prioritizes investment in British Columbia’s transportation network and highlights the Province’s commitment to continued improvements to the Trans-Canada Highway 1 (“TCH”) between Kamloops, British Columbia and the Alberta border. The TCH is the primary east-west connection through British Columbia providing a gateway to the rest of Canada, and a vital route for travel, tourism, and trade. Upgrading this highway will enhance capacity, reliability, and safety for road users. The Project works, to be delivered under the Design-Build Agreement, are jointly funded by the Government of Canada and the Province.

The Project is located approximately 40 km east of Revelstoke, British Columbia along the TCH between Glacier National Park and Mount Revelstoke National Park. This section of the TCH is a priority transportation corridor for the interprovincial movement of people, goods, and services. Its proximity to renowned National Parks supports tourism and serves several outdoor recreational activities including skiing, hiking, rafting, and biking.

The TCH and the Canadian Pacific Kansas City Railway (“CPKC”) line both run through a valley adjacent to the Illecillewaet River. The existing two-lane highway was constructed in the 1950’s on the slope above the CPKC to the standard of the day.

Figure 1 – Project Location

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## Project Summary

The Project involves the design and construction of improvements to a technically challenging section of the TCH extending from the eastern limit of the recently completed Illecillewaet Four-Laning Project near the Jumping Creek Road intersection to the west end of the MacDonald Snowshed. The work includes realignment and upgrading of approximately 2.6 kilometres of two and three-lane undivided highway to a modern four-lane 100 km/h divided highway that will improve capacity, reliability, and safety of the highway.

The TCH is confined by mountainous terrain on each side, the adjacent CPKC line along a section of the alignment, , and the Illecillewaet River on the downhill side.

Options to improve this section of highway could include extensive cuts and fills and/or retaining walls and bridge structures depending on the approach selected by the successful Proponent.

The average annual daily traffic volume in this area is approximately 6,100 vehicles per day with approximately 28% of that volume being trucks. Summer volumes increase to 12,000 vehicles per day with approximately 25% truck traffic but can reach as high as 18,000 vehicles per day. Limited full nighttime closures and some short-term daytime closures are anticipated, with single lane alternating traffic allowed when traffic volumes permit. No practical detour or alternative route is available.

The Project will be procured using a Design-Build procurement approach with a total approved project value of $245.16 million.

## RFQ Data Website and Further Information

A restricted access data website ("RFQ Data Website”) with background data relating to the Project is available. To receive access to the RFQ Data Website and any further information in connection with this RFQ, Respondents are required to have fully completed, signed, and returned the Receipt Confirmation Form, attached as Appendix B of this RFQ, to the Contact Person.

Public information relating to the Project is available on the Project Website at: [gov.bc.ca/jumpingcreek](http://www.gov.bc.ca/jumpingcreek).

## General Scope of Design-Builder’s Responsibility

The Design-Builder will enter into the Design-Build Agreement with the Province and will serve as the single point of contact for the Province under the Design-Build Agreement.

The Draft Design-Build Agreement will be included with the RFP and will, among other things, detail the technical specifications for the design and construction components of the Project, the scope of the services to be provided by the Design-Builder, and commercial terms.

The Definitive Design-Build Agreement, incorporating any revisions and amendments to the Draft Design-Build Agreement, will be the basis upon which Proposals will be prepared in response to the RFP.

## Design and Construction

The Design-Builder will be responsible for all aspects of design and construction in accordance with the requirements and specifications set out in the Design-Build Agreement. The Province has completed a preliminary reference design for the purposes of property acquisition, environmental requirements, site preparation, and cost estimates. During the RFP phase Proponents will be required to develop a concept for the Project that satisfies the terms of the Design-Build Agreement.

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

Table 1 – Summary of Anticipated Design and Construction Scope

|  |
| --- |
| **Anticipated Design and Construction Scope** |
| * Detailed design and construction of improvements to 2.6 kilometres of highway including realignment and upgrading of two and three-lane undivided highway to a four-lane 100 km/h divided highway;
* Improve highway drainage;
* Infrastructure upgrades for climate change resiliency;
* Mitigate rockfall and avalanche hazards;
* Perform traffic management in active construction areas without an alternative route;
* Coordinate construction activities with CPKC;
* Protect and relocate utilities as required to accommodate the design;
* Maintain highway infrastructure to specified standards during construction (including pavement, structures, drainage, etc.); and
* Adhere to quality, health and safety, communications, environmental, Indigenous, and archaeological requirements.
 |

### Operations and Maintenance During Construction

The Project site will be defined in the RFP. The Design-Builder will be responsible for the operation and maintenance of the designated infrastructure within the Project site, excluding routine winter maintenance, until substantial completion.

The scope of the work for operations and maintenance activities includes all services associated with the management, planning, and delivery of the operations and maintenance to ensure compliance with the performance measures and standards set out in the Design-Build Agreement.

### Communications with Interested Parties and the Public

The anticipated allocation of responsibilities between the Province and the Design-Builder for traffic management communications, community relations, and media relations relating to the Project are as follows:

1. The Province will be responsible for external communications including providing the public, interested parties, businesses, commuters, and traffic media with regular and timely traffic information.
2. The Design-Builder will provide support for community relations activities, public and interested parties information, and media relations developed and implemented by the Province by providing construction and traffic management information and attending meetings as required.
3. The Design-Builder will be responsible for developing and implementing construction communications and engagement plans in support of its responsibilities for the duration of the Project.

### Third-Party Interface

The Design-Builder’s obligations in respect of certain third parties affected by or having jurisdiction in relation to Project activities will be clarified in the RFP. Such third parties may include CPKC, the Province’s maintenance contractor(s), local jurisdictions, an adjacent water bottling facility, Telus and other utility companies.

The Design-Build Agreement will include requirements for the Design-Builder to coordinate its activities with other parties performing other work on or near the construction site including the Province’s incumbent maintenance contractor(s).

### Indigenous Groups

As part of its work to create true and lasting reconciliation with Indigenous peoples in British Columbia, the Province is implementing the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”) and adopting the Trust and Reconciliation Commission of Canada’s Calls to Action.

The Design Builder should anticipate Indigenous engagement requirements will include obligations to engage Indigenous groups in a manner that aligns with the Province’s commitment to implementing UNDRIP.

The Design Builder will be responsible for providing training, employment, and contracting opportunities to identified Indigenous groups. It is further anticipated that the Design-Builder will be required to engage with identified Indigenous groups directly, and/or assist the Province in engaging with identified Indigenous groups regarding project plans, updates, and issues of interest to Indigenous groups.

### Community Benefits

The Community Benefits Agreement (“CBA”) between BC Infrastructure Benefits Inc. (“BCIB”) and the Allied Infrastructure and Related Construction Council of BC (“AIRCC”) will apply to this Project. The CBA is available at: [bcib.ca/home-2/resources](https://www.bcib.ca/home-2/resources/).

Additional information about BCIB is available at: [bcib.ca](https://www.bcib.ca/).

The CBA is a project labour agreement which sets out the employment terms and conditions for the supply of workers to be utilized by the Design-Builder and its contractors and subcontractors on this Project. It recognizes the inclusion of community benefits for training and apprenticeship opportunities; greater access for local residents, Indigenous peoples, and traditionally under-represented groups in the skilled workforce.

Pursuant to the CBA, and as authorized by the Province, BCIB will provide the labour force and manage labour relations for the Design-Builder and its contractors and subcontractors working on the Project. Each of the Design-Builder and its contractors and subcontractors will be required to enter into a contract with BCIB for these services.

### Respect in the Workplace

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

### Gender-Based Analysis Plus

Gender-Based Analysis Plus (“GBA+”) will inform development of the Project and 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: [gov.bc.ca/gov/content/gender-equity](http://www.gov.bc.ca/gov/content/gender-equity).

## Commercial Terms

Key commercial terms the Province anticipates will be included in the Design-Build Agreement are summarized as follows:

1. **Term** - The term of the Design-Build Agreement will commence at Contract Execution and cover the design and construction period through to the completion of the Project, subject to any warranty obligations;
2. **Payment** - The Design-Builder will receive progress payments during construction as defined in the Design-Build Agreement;
3. **Performance Mechanism** – A performance incentive mechanism will be implemented to encourage the Design-Builder to meet agreed performance requirements; and
4. **Warranty** - The Province anticipates requiring the Design-Builder to provide a two-year warranty.

## Work by the Province

### Environmental Requirements

The Province has completed an environmental review. Obligations pertaining to the specific environmental approval requirements will be made available as part of the RFP process.

### Property Acquisition

It is anticipated that the Province will acquire the land rights necessary to accommodate the Project reference concept to the extent that such land rights are not currently owned by or on behalf of the Province. The Province does not anticipate acquiring additional lands beyond those shown in the Project footprint. The Project reference concept and Project footprint are available in the RFQ Data Website, and the RFP will outline any limitations or target access dates for properties not secured at that time.

The Design-Builder will be provided access to the lands required for the Project for the purpose of performing its obligations under the Design-Build Agreement. The ownership of the lands will not be transferred to the Design-Builder.

### Archaeological Work

The Province has completed archaeological assessments within the Project site and has not identified any archaeological sites within the Project site. The Province anticipates making the assessments available to Proponents at the RFP stage of the Competitive Selection Process.

# Competitive Selection Process

This section describes the Competitive Selection Process that the Province expects to implement in selecting a Preferred Proponent. The anticipated Competitive Selection Process includes an RFQ phase and an RFP phase.

## Request for Qualifications Phase

The Province anticipates that it will select a shortlist of up to three Respondents to be Proponents. The shortlist is intended to include those Respondents who have successfully demonstrated to the satisfaction of the Province that they are the best qualified Respondents based on the criteria described in this RFQ. Shortlisted Respondents will be required to deliver an executed Proponent Agreement, substantially in the form shown in Appendix G of this RFQ, in order to proceed to the RFP phase. The Province anticipates that it will issue an RFP to that shortlist only, from which a Preferred Proponent may be selected in accordance with the terms of the RFP.

## Request for Proposals Phase

The Province’s objective at the RFP phase is to select, in accordance with the terms of the RFP, a Preferred Proponent with whom it may enter into the Design-Build Agreement.

### Consultative Processes

The Province intends to include in the RFP phase, consultations with Proponents relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP. This process is intended to allow Proponents to provide comments on Project-specific issues raised through the process. It is anticipated that workshops and topic meetings will be held in person in Vancouver, British Columbia and/or via videoconference with screen sharing capabilities.

These processes are anticipated to involve each of the Proponents and other relevant parties and may include exchanges of information, discussions, clarification of issues and review of documents and specifications through workshops and topic meetings, and to provide for the submission and consideration of comments on and proposed amendments to the Draft Design-Build Agreement leading to the development of the Definitive Design-Build Agreement. The consultative processes are intended to focus on items that are Project-specific in nature.

### Technical Submission

The Province anticipates that the technical submission under the RFP will include the following:

1. a conceptual layout identifying key elements of the Proponent’s preliminary design to demonstrate that the specifications and requirements set out in the Definitive Design-Build Agreement can be substantially satisfied; and
2. the Proponent’s management approach to items such as quality, construction, key risks, traffic management, environment, Indigenous engagement, and communications.

### Financial Submission

The Province anticipates that the financial submission under the RFP will occur after the technical submission and include the following:

1. a commitment to enter into the Definitive Design-Build Agreement by the Proponent; and
2. committed pricing for the Project, inclusive of all taxes except GST.

## Compensation for Participation in Competitive Selection Process

No compensation will be available to Respondents for participating in the RFQ phase of the Competitive Selection Process.

If the Competitive Selection Process is completed, and a Design-Build Agreement is executed and delivered, it is anticipated that a stipend in the amount of $750,000 (the “Stipend”) will be available to each Proponent, participating in the RFP phase, that is not selected as the Preferred Proponent, on the terms and subject to the conditions, including as to eligibility for payment, as set out in the RFP.

If the Competitive Selection Process continues to the RFP phase and is terminated for reasons described in the RFP, it is anticipated that a termination fee in an amount equal to the out-of-pocket costs incurred by a Proponent to prepare its Proposal, subject to a maximum amount of up to $1,500,000 (the “Termination Fee”) depending on when the termination occurs, will be available to each Proponent on the terms and subject to the conditions, including as to eligibility for payment, as set out in the RFP.

The conditions for payment of the Stipend and Termination Fee include, among other things, transfer of intellectual property rights and execution and delivery of a full and final release of Claims and a waiver of liability.

## Competitive Selection Process Timeline

The current anticipated timeline for Competitive Selection Process milestones is as set out in Table 2.

Table 2 – Anticipated Timeline

| Activity | Timeline |
| --- | --- |
| Issue RFQ  | August 2, 2023 |
| Introductory Project Meeting | August 10, 2023 |
| RFQ Submission Time | October 11, 2023 |
| Announce Shortlisted Respondents | November 28, 2023 |
| Issue RFP and Draft Design-Build Agreement | November 29, 2023 |
| Technical Submission | March 27, 2024 |
| Financial Submission | July 2, 2024 |
| Announce Preferred Proponent | September 2024 |
| Execution of Design-Build Agreement | November 2024 |

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

## Introductory Project Meeting

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

# Submission Instructions

## Submission Time and Delivery Address

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

## Language of Responses and Enquiries

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

## Response Form and Content

Responses should be in the form of and follow the outline described in Appendix A of this RFQ.

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

## Complete RFQ

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

## Receipt Confirmation

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

## Communications and Enquiries

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

All communications and enquiries regarding any aspect of this RFQ, including any request for information (“Request for Information” or “RFI”), should be directed to the Contact Person by email and clearly marked “Highway 1 – Jumping Creek to MacDonald Snowshed Project RFQ Enquiry.” Respondents are encouraged to submit RFIs using the Request for Information Form (Appendix F).

The following will apply to any RFI:

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

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

## No Communication with Media or the Public

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

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

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

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

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

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

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

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

## Addenda to RFQ

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

## Definitive Record

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

## Revisions to Responses Prior to the Submission Time

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

# Evaluation

## Evaluation

The evaluation of Responses will be conducted by the Province with the assistance of other persons as the Province may decide it requires, including technical, financial, legal, and other advisors or employees and representatives of the Province, Infrastructure BC, Transportation Investment Corporation (“TI Corp”) and other government agencies and private sector advisors and consultants.

## Evaluation Criteria

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

## Evaluation and Competitive Selection Process

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

1. conduct reference, credit, or other checks with any or all of the references and other sources cited in a Response;
2. in confidence, obtain and rely upon technical, financial, legal, and other input, advice, and direction from government and private sector advisors and consultants provided in carrying out any Response evaluations and related activities, enquiries, reviews, and checks;
3. independently verify any information regarding a Respondent or Respondent Team Member, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives, or agents, whether or not contained in any Response;
4. conduct any background investigations it considers necessary or desirable in the course of the Competitive Selection Process;
5. seek clarification, rectification or more complete, supplementary or additional information or documentation from any Respondent, including in connection with any Response, any Respondent, any Respondent Team composition or any Respondent Team Member, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents;
6. rely upon, consider, or disregard any irrelevant or relevant information and documentation, including any clarification, rectification or more complete, supplementary, or additional information or documentation, as the case may be, contemplated in Sections 4.3 (a) to (e) or otherwise obtained from any other source the Province at its discretion considers appropriate; and
7. include in the evaluation of any Response consideration of any supplementary or additional documents and information submitted pursuant to this RFQ and advice and input from the Province’s internal and external government and private sector advisors and consultants.

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

1. the Province considers the Response is incomplete;
2. after reviewing the information submitted in the Response relating to the requirements set out in Table A-3 of Appendix A, the Province considers that the information submitted is insufficient to demonstrate to the satisfaction of the Province, that the Respondent and each Respondent Team Member (other than Key Individuals) has the financial capacity to fulfill its obligations in respect of the Project; or
3. the Province considers the Respondent or Response, as compared to all the Respondents and Responses, is not in contention to be shortlisted.

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

## Interviews/Presentations

The Province at its discretion may request all or any Respondents to participate in interviews with or present their Responses to the Province during the evaluation process. Such interviews or presentations should be specific to the Project and should not contain any marketing information of the Respondent, Respondent Team, or Respondent Team Members.

## Debriefing

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

# Other Provisions

## No Obligation to Proceed

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

## Freedom of Information and Protection of Privacy Act and Confidentiality

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

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

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

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

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

## Cost of Preparing the Response

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

## Actions by the Province/Reservation of Rights

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

1. modify, replace, substitute, postpone, extend, cancel, or suspend, temporarily or otherwise, the RFQ process or any or all phases of the Competitive Selection Process;
2. re-issue this RFQ or any request for qualifications, or issue or implement any other selection process for or take any steps or actions to procure the delivery of the same or similar Project or any part or parts of the works comprising the Project, including entering into negotiations with any person;
3. amend any part of this RFQ, including the scope or any other part of the Project, the dates, schedules, timelines, Submission Location, Submission Time, Competitive Selection Process or any other provision or provisions of this RFQ;
4. consider, evaluate, accept, not accept, not consider, not evaluate, or discontinue evaluation of any Response;
5. notify any Respondent, any Respondent Team, any Respondent Team Member, or any prospective Respondent Team Member that it is or has become ineligible to participate in or continue participating in the RFQ phase or any other part of the Competitive Selection Process;
6. disregard any defect, deficiency, or irregularity, including any alteration, qualification, omission, error, inaccuracy, misstatement, non-compliance, or non-conformity including as to form, content, timeliness of submission or other defect, deficiency, or irregularity in a Response, and consider and evaluate that Response, including any more complete, supplementary, and additional information or documentation received from the Respondent; and
7. not consider or evaluate any or all Responses; and
8. at any time and for any reason or reasons the Province, at its discretion, considers appropriate and to be solely in the best interests of the Province or the Competitive Selection Process.

Without limiting any other provision of this RFQ, none of the Province, Infrastructure BC, British Columbia Transportation Financing Authority (“BCTFA”), TI Corp, BCIB, the Fairness Reviewer, the Conflict of Interest Adjudicator (“COI Adjudicator”) or any of their respective elected officials, directors, officers, employees, servants, representatives, agents, consultants and advisors have any responsibility, obligation or liability whatsoever, in contract, tort or otherwise, for Claims, reimbursement, costs, expenses, damages or losses, including loss of profits or loss of opportunity, incurred or suffered in any way by any Respondent, Respondent Team, or Respondent Team Member, or by any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other persons associated with any of them, or by any prospective Respondent, Respondent Team or Respondent Team Member or any other person in connection with, relating to or arising from any or all Responses, any use of or reliance on any information provided on the RFQ Data Website or the Project Website, the Restricted Parties list (as described in Section 5.11.2 of this RFQ), any identification of or failure to identify (in a timely manner or at all) any person as a Restricted Party, any ruling or advice of or failure to provide a ruling or advice (in a timely manner or at all) of the COI Adjudicator, any RFI, response to enquiries or RTR or failure to provide any response to enquiries or RTR (in a timely manner or at all), this RFQ including any of the matters described in Section 4.3 and this Section 5.4 of this RFQ, the Competitive Selection Process or any departure (fundamental or otherwise) from the provisions of this RFQ or the Competitive Selection Process.

## Ownership of Response

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

## Disclosure and Transparency

The Province expects to publicly disclose the following information during the RFQ phase of the Competitive Selection Process: this RFQ, the number of Respondents and their Respondent Team Members, and the name of the Proponents.

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

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

## No Communication or Collusion

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

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

## No Lobbying

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

## Changes

### Changes to Respondents and Respondent Teams

The Province intends to issue the RFP only to Respondents that have been shortlisted under this RFQ as Proponents. If for any reason, after the Submission Time, a Respondent wishes or requires to add, remove or otherwise change its Respondent Team or any of its Respondent Team Members, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of management actions or policies of a member) of a Respondent Team Member, or there is a change to the legal relationship among any or all of the Respondent and its Respondent Team Members, then the Respondent will submit a written application to the Province for approval.

The Respondent will include in such written request a comprehensive description of the change, the reason for the change, and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualifications, and abilities of the persons involved in the change, to enable the Province to consider at its discretion whether the change, if consented to by the Province, will result in the Respondent and its Respondent Team, considered separately and as a whole, meeting or exceeding the suitability, knowledge, skills, resources, experience, qualifications and abilities of the Respondent and its Respondent Team, considered separately and as a whole, before the change. The Respondent will provide such further information and documentation as the Province may request.

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

### Changes to Proponent and Proponent Teams

The RFP will include a process consistent with that set out in Section 5.9.1 of this RFQ requiring that changes to a Proponent or any of the members of its team in connection with the Proposal (which team will be defined in the RFP and will include, without limitation, the Respondent Team Members) may only be made with the express written consent of the Province and that the Province, at its discretion, may consent or decline to consent to any such change, subject to such terms and conditions as the Province at its discretion may consider appropriate.

## Relationship Disclosure and Review Process

The Province reserves the right to disqualify, at its discretion, any Respondent, that in the Province’s opinion, has an actual or perceived conflict of interest or unfair advantage or has a relationship that has the potential for creating an actual or perceived conflict of interest or unfair advantage, or may permit the Respondent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise, as required by the Province.

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

1. by submission of a completed and executed Relationship Disclosure Form with the Respondent’s Response; and
2. thereafter during the Competitive Selection Process, by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

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

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

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

A description of the Project relationship review guidelines is posted on the Project Website: [gov.bc.ca/jumpingcreek](http://www.gov.bc.ca/jumpingcreek).

## Relationships

### Use or Inclusion of Restricted Parties

The Province may, at its discretion disqualify any Respondent, or may permit a Respondent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise required by the Province, if the Respondent, any of its Respondent Team Members, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and any other persons associated with any of them is a Restricted Party or if the Respondent, any of its Respondent Team Members or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, and any other persons associated with any of them uses, directly or indirectly, a Restricted Party:

1. to advise or otherwise assist the Respondent respecting the Respondents participation in the Competitive Selection Process; or
2. as a Respondent Team Member or as an employee, advisor or consultant to the Respondent or a Respondent Team Member.

Each Respondent is responsible to ensure that, in connection with the Respondent’s participation in the Competitive Selection Process, neither it nor any of its Respondent Team Members nor any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents, or any other persons associated with any of them is or includes or uses, consults or seeks advice, directly or indirectly, from any Restricted Party except as permitted by this Section 5.11.

### Restricted Parties

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

1. 669251 Alberta Ltd.
2. Aird & Berlis LLP
3. Alicia Kosolofski
4. Allman Safety Consulting Corp.
5. Alpine Solutions Avalanche Services
6. Boughton Law Corporation
7. Charter Project Delivery Inc.
8. Donald Gillespie
9. DSL Land Services Ltd.
10. Farris LLP
11. Firth Group
12. Frances Ackerman
13. Integris Consulting Ltd.
14. Iterum Law Corporation
15. J. Buckle Consulting Ltd.
16. Lucas Solutions Ltd.
17. Miller Thomson LLP
18. MP2 Enterprises Inc.
19. Oregon Department of Transportation
20. Pacific Project Controls Ltd.
21. QA Engineering Ltd.
22. Saskia Mogen
23. Shawn Clough
24. Stevens Engineering Ltd.
25. Stites Co.
26. Thurber Engineering Ltd.
27. VEC-ENG LLP
28. VMT Consulting Ltd.
29. WSP Canada Inc.
30. YZS Consulting Ltd.
31. The Province, BCTFA, Infrastructure BC, TI Corp and BCIB including their former and current employees who fall within the definition of Restricted Party.

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

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

### Shared Use

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

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

### Conflict of Interest Adjudicator

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

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

The Province or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time.

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

#### Request For Advance Rulings

A Respondent or a current or prospective Respondent Team Member or a current or prospective advisor or consultant to a Respondent or Respondent Team Member who has any concerns regarding whether it or any of its current or prospective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives or agents is or may be a Restricted Party or has a concern about a conflict of interest or unfair advantage it may have, is encouraged to request an advance ruling in accordance with this Section 5.11.4.1.

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

1. names and contact information of the Respondent and the person in respect of which the advance ruling is requested;
2. a detailed description of the relationship that may constitute or give rise to an actual, potential, or perceived conflict of interest or unfair advantage;
3. a detailed description of the steps taken to date and future steps proposed to be taken to eliminate or mitigate the conflict of interest or unfair advantage; and
4. copies of any relevant documentation.

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

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

#### The Province May Request Advance Rulings

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

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Province may require that the Respondent make an application under Section 5.11.4.1

#### Decisions Final and Binding

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

### Exclusivity

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

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

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

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

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

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

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

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

#### Exclusivity - Rulings Final and Binding

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

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

## Fairness Reviewer

The Province has appointed Jane Shackell, KC of Iterum Law Corporation as 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. The Fairness Reviewer will provide a written report at the end of the RFQ phase, and it will be publicly disclosed.

The Fairness Reviewer will be:

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

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

## No Representation for Accuracy of Information

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

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

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

# Definitions

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

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

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

1. a corporation and
	1. a person by whom the corporation is controlled,
	2. each member of an affiliated group of persons by which the corporation is controlled, and
	3. a spouse or common-law partner of a person described in subparagraph 1) or 2) or (b);
2. 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;
3. 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;
4. a partnership and a majority interest partner of the partnership;
5. 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;
6. 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
7. 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.

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

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

**“Claims”** includes any claims, actions, proceedings, causes of action, suits, debts, dues, accounts, bonds, warranties, claims over, indemnities, covenants, contracts, losses (including indirect and consequential losses), damages, remuneration, compensation, costs, expenses, grievances, executions, judgments, obligations, liabilities (including those relating to or arising out of loss of opportunity or loss of anticipated profit), rights and demands whatsoever, whether actual, pending, contingent or potential, whether express or implied, whether present or future and whether known or unknown, and all related costs and expenses, including legal fees on a full indemnity basis, howsoever arising, including pursuant to law, equity, contract, tort, statutory or common law duty, or to any actual or implied duty of good faith or actual or implied duty of fairness, or otherwise.

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

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

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

**“Conflict of Interest Adjudicator”** or “**COI Adjudicator**” means the Conflict of Interest Adjudicator described in Section 5.11.4 of this RFQ.

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

**“Construction Manager”** means the individual who will be responsible for management and coordination of all Project construction issues and activities as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

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

**“Contract Execution”** means the date on which the Design-Build Agreement is entered into between the Province and Design-Builder**.**

**“Definitive Design-Build Agreement”** means the documentation forming part of the RFP and comprising the Draft Design-Build Agreement as revised and amended by Addenda and delivered to the Proponents in accordance with the RFP.

**“Design-Build Agreement”** means the agreement or agreements, if any, entered into by the Province and Design-Builder for the delivery of the Project.

**“Design-Builder”** means an entity or entities identified by a Respondent in its Response to have primary responsibility for carrying out the design and construction of the Project.

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

**“Design Manager”** means the individual who will be responsible for management and coordination of all Project design issues, including the design of roads, bridges, all other structures, and having no other Key Individual responsibility, as described in the Respondent’s Response, and as may be changed pursuant to this RFQ.

**“Draft Design-Build Agreement”** means the form of Design-Build Agreement issued as part of the RFP.

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

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

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

**“Gender-Based Analysis Plus”** or **“GBA+”** has the meaning described in Section 1.8.7 of this RFQ.

“**Indigenous Participation Nominated Projects**” means those projects that a Respondent includes in its Response to demonstrate the strength and relevance of its Respondent Team Members’ experience and capabilities with Indigenous involvement in project delivery as related to the Evaluation Criteria.

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

**“Key Individual”** means an individual exclusive to one Respondent Team identified by a Respondent in its Response to hold a Key Position in the event that the Respondent becomes Design-Builder. At the time the Design-Build Agreement is entered into, a Key Individual may be an employee, subcontractor or consultant of the Design-Builder, except the Project Manager, who must be an employee of, or independent contractor directly engaged by, the Design-Builder.

**“Key Position”** means each of the following positions:

1. Project Manager;
2. Design Manager; and
3. Construction Manager.

and such other positions as may be specified as being Key Positions in subsequent phases of the Competitive Selection Process, including the RFP phase.

**“Preferred Proponent”** means the Proponent, if any, selected by the Province as part of the Competitive Selection Process to enter into the Design-Build Agreement.

**“Project”** or **“Highway 1** – **Jumping Creek to MacDonald Snowshed Project”** means the design and construction of the specified infrastructure and related ancillary work as described in this RFQ.

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

**“Project Manager”** means the individual proposed by the Respondent to be responsible for managing and coordinating all aspects of the Design-Builder’s responsibilities, including acting as the Design-Builder’s Representative under the Design-Build Agreement, agent, and primary point of contact with the Province, as identified in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Project Website”** means the publicly available website established by the Province for the Project as described in Section 1.6 of this RFQ.

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

**“Proponent Agreement”** means an agreement substantially in the form set out in Appendix G to this RFQ.

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

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

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

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

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

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

**“Request for Proposals”** or **“RFP”** means the request for proposals which may be issued by the Province as a phase of the Competitive Selection Process.

**“Request for Qualifications”** or “**RFQ”** means this request for qualifications issued by the Province as the first phase of the Competitive Selection Process.

“**Respondent**” means:

1. before the Submission Time, any party described in Section 1.3 of this RFQ that has signed and submitted a Receipt Confirmation Form confirming an intention to submit a Response; and
2. After the Submitting Time, any party described in Section 1.3 of this RFQ that has submitted a Response.

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

**“Respondent Team”** means a Respondent’s proposed Design-Builder, Design Firm, Construction Firm, and Key Individuals as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Respondent Team Member”** means a member of a Respondent Team as may be changed pursuant to this RFQ.

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

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

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

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

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

**“RFQ Data Website”** means the restricted access data website described in Section 1.6 of this RFQ.

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

**“Stipend”** means the sum described as the stipend in Section 2.3 of this RFQ.

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

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

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

**“Termination Fee”** means the sum described as the termination fee in Section 2.3 of this RFQ.

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

**“UNDRIP”** means the United Nations Declaration on the Rights of Indigenous Peoples.

# Interpretation

In this RFQ:

1. the headings, captions, and formatting are inserted for convenience only and are not to be used in the interpretation of this RFQ;
2. when an action, decision, consent or approval or any other thing is said to be at the Province’s “discretion” or words of like effect, unless the context otherwise requires it means the sole, absolute, and unfettered discretion of the Province;
3. words, including “they”, “them” and “their”, which may import the plural include the singular and vice versa;
4. words which may import gender are interpreted as gender neutral;
5. a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of or Appendix to, this RFQ;
6. each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ;
7. all dollar values are Canadian dollars unless otherwise indicated;
8. a reference to a “person” includes a reference to an individual, legal person representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union, or government authority;
9. the words "including" and "includes" are not meant to be limiting; and
10. all time references are to the 24-hour time clock system unless otherwise indicated.

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

APPENDIX A – Response Guidelines

**Part 1. Response Guidelines**

Responses should:

1. Be clearly marked with the words, “**Highway 1 – Jumping Creek to MacDonald Snowshed Project – RFQ Response**” and addressed to the Submission Location.
2. Include all of the information requested in this Appendix A. Materials not requested in this Appendix A may not be evaluated, at the discretion of the Province.
3. Follow the submission structure and page limits provided in Table A-1 of this Appendix A. Material submitted which exceeds the pages noted limit may not be evaluated, at the discretion of the Province.
4. Be clear and concise.
5. Be submitted as searchable PDF format on a USB flash drive.
6. Be printable on 8.5” x 11” paper size with a minimum font size of 11 point, narrow typefaces are to be avoided (charts and tables can be on larger paper size, max. 11” x 17”).
7. Within the packages, follow the response structure and content requirements outlined in Table A-3 of this Appendix A.

TABLE A-1: SUBMISSION STRUCTURE AND PAGE LIMITS

|  |  |  |
| --- | --- | --- |
| Package | Contents | Page Limit |
| **Package 1** | Transmittal Letter;Section 1 of Table A-3 in this Appendix A;Relationship Disclosure Form (see Appendix D of this RFQ) signed by the Respondent;Response Declaration Form (see Appendix E of this RFQ) signed by the Respondent; andA table listing all the individuals and companies named in Packages 1 to 7 of the Response. | No limit |
| **Package 2** | Design-Builder (see Section 2.1 and 2.2 of Table A-3 of this Appendix A).  | 25 pages |
| **Package 3** | Design (see Section 3.1 and 3.2 of Table A-3 of this Appendix A).  | 25 pages |
| **Package 4** | Construction (see Section 3.3 and 3.4 of Table A-3 of this Appendix A). | 25 pages |
| **Package 5** | Indigenous Relationships, Participation, and Contracting Opportunities information (see Section 4.1 and 4.2 of Table A-3 of this Appendix A). | 20 pages |
| **Package 6** | Financial information (see Section 5 of Table A-3 of this Appendix A). | No limit |
| **Package 7** | Project Experience Nominated Projects information (see Section 6.1 of Table A-3 of this Appendix A).  | 3 pages per Form A-1 |
| Indigenous Participation Nominated Projects information (see Section 6.2 of Table A-3 of this Appendix A). | 3 pages per Form A-3 |
| **Consolidated file**  | In addition to the packages outlined above, include entire submission as one consolidated file.  | No limit |

##### Part 2. Evaluation Criteria

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

Without limiting in any way, the Province’s rights and discretions, including in Section 5.4 of this RFQ, in respect of any of the requirements referenced in Table A-3 of this Appendix A, the Province may at its discretion, after reviewing the contents of the Response in accordance with Section 5.1 of Table A-3 of this Appendix A, discontinue the evaluation of any Response in accordance with the provisions of Section 4.3 of this RFQ.

Table A-2: Evaluation Framework and Criteria

| Section | Evaluation Criteria | Weighting |
| --- | --- | --- |
| **Section 2****Design-Builder** | Strength and relevance of demonstrated experience and capability relating to:2.1 Project Development and Management; and2.2 The “Project Manager”. | 20 points |
| **Section 3****Design and Construction** | Strength and relevance of demonstrated experience and capability relating to:3.1 Design; and3.2 The “Design Manager”. | 35 points |
| Strength and relevance of demonstrated experience and capability relating to:3.3 Construction; and3.4 The “Construction Manager”. | 35 points |
| **Section 4****Indigenous Relationships, Participation, and Contracting Opportunities** | Strength and relevance of demonstrated experience and capability relating to:4.1 Indigenous Relationships4.2 Indigenous Participation and Contracting Opportunities | 10 points |
| **Section 5****Financial** | Financial Capacity | See Section 4.3 of the RFQ |
| **Total** |  | **100 points** |

##### Part 3. Response Content Requirements

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

Table A-3: Response Structure and Content Requirements

| Section | Title | Response Content Requirements |
| --- | --- | --- |
| **1.** | **Introduction** |
| **1.1** | **Respondent Team** | 1. Provide the legal name of the entity or entities comprising each of the following:
	1. Respondent;
	2. Design-Builder;
	3. Design Firm; and
	4. Construction Firm.
2. Provide organization chart(s) describing all of the proposed major contractual and partnership relationships among the Respondent Team Members, and the entities comprising each, including:
	1. Design-Builder;
	2. Design Firm; and
	3. Construction Firm.
3. Provide project organization chart(s) showing the proposed reporting relationships of senior project management (including all Key Individuals); and
4. Provide a short description of the Respondent and each Respondent Team Member excluding individuals (for publication of the teams who become the short-listed Respondents).
 |
| **1.2** | **Contact Information** | Provide the following details for the Respondent Representative:1. Name
2. Employer
3. Mailing/courier addresses
4. Telephone numbers
5. Email address

**Please note:** The Respondent Representative will be the only person to receive communication from the Contact Person regarding this RFQ. |
| **2.** | **Design Builder** |
| **2.1** | **Project Development and Management**  | For each of the letter items below, select up to three (3) of the Project Experience Nominated Projects and describe, including relevance to the Project, the Design-Builder’s strength, experience, and capability with developing and managing highway construction projects of similar size and complexity and the following:1. Assembling and managing contractors and sub-contractors, including designers, for the on-time delivery of highway contracts of similar size and complexity. In addition to design-build experience, project delivery experience with comparable attributes to design-build may be considered relevant;
2. Comprehensive approaches to minimizing and communicating traffic disruptions to commercial, recreational and general-purpose users on projects that have significant traffic management constraints, such as those associated with few, if any, alternate routes and/or restricted corridors;
3. Managing design and construction risks for highway projects consisting of mostly structures and extensive cuts and fills, particularly in steep mountainous terrain;
4. Working effectively with the client to meet contractual obligations and resolve issues including managing schedules to achieve contract timelines; and
5. Successfully developing and implementing:
	1. quality management systems; and
	2. health and safety programs.

Note: for e) a maximum of three (3) Project Experience Nominated Projects can be selected for the group of i and ii. |
| **2.2** | **Key Individual Key Position – Project Manager** | Using up to three (3) relevant project experiences using Form A-4, describe the experience and capability of the Project Manager for the Project in leading and delivering highway construction projects, identifying experience with the letter items listed in Section 2.1. The experience described for a Key Individual may include projects that are not Project Experience Nominated Projects. Project experience within the last 15 years is considered most relevant.Describe the availability of the Project Manager as follows:1. percentage of time the individual will dedicate to each phase of the Project for the following two phases: RFP, design & construction; and

any foreseeable time constraints that may impact the Project Manager’s ability to perform according to the Project schedule.Provide a resume for the Project Manager including relevant qualifications, education, and experience in the same or substantially similar roles on highway construction projects. |
| **3.** | **Design and Construction** |
| **3.1** | **Design** | For each of the letter items below, select up to three (3) of the Project Experience Nominated Projects and describe, including relevance to the Project, the Design Firm’s strength, experience, and capability with the following:1. Managing multi-disciplinary design teams by the lead design firm;
2. Designing highways which involve steep mountainous terrain and challenging geotechnical and constructability conditions without a detour route, similar to the Project;
3. Geotechnical engineering design on highway projects in steep mountainous terrain including ground conditions similar to the Project;
4. Projects that have significant traffic management constraints on restricted corridors, such as no alternate routes, that minimize disruption to commercial, recreational, and other users; and
5. Designing bridges and retaining walls, including foundation engineering, in conjunction with extensive cuts and fills on steep mountainous terrain. Describe how consideration of future operations, maintenance and rehabilitation requirements were incorporated into the design.

All project delivery models will be considered. |
| **3.2** | **Key Individual Key Position – Design Manager** | Using up to three (3) relevant project experiences using Form A-4, describe the experience and capability of the Design Manager for the Project in leading the design of highway construction projects, identifying experience with the letter items listed in Section 3.1. The experience described for a Key Individual may include projects that are not Project Experience Nominated Projects. Project experience within the last 15 years is considered most relevant.Describe the availability of the Design Manager as follows:1. percentage of time the individual will dedicate to each phase of the Project for the following two phases: RFP, design & construction; and

any foreseeable time constraints that may impact the Design Manager’s ability to perform according to the Project schedule.Provide a resume for the Design Manager including relevant qualifications, education and experience in the same or substantially similar roles on highway construction projects. |
| **3.3** | **Construction**  | For each of the letter items below, select up to three (3) of the Project Experience Nominated Projects and describe, including relevance to the Project, the Construction Firm’s strength, experience, and capability with the following:1. Constructing projects that involve an active, narrow highway corridor in mountainous, steep terrain with challenging geotechnical conditions. Projects should include construction of retaining walls, structures and slope stabilization and construction of extensive cuts and fills;
2. Constructing projects with significant traffic management constraints in physically constrained areas due to no local alternate routes or detours, while maintaining traffic flow with limited disruptions;
3. Sequencing, staging, scheduling and logistics of highway construction projects, particularly in constrained sites and areas with severe winter conditions; and
4. Constructing projects with third party interfaces (e.g., railroad, highway maintenance contractor, local jurisdictions, commercial businesses, utilities) and the requirement for third parties to maintain operations during construction.

All project delivery models will be considered. |
| **3.4** | **Key Individual Key Position –Construction Manager** | Using up to three (3) relevant project experiences using Form A-4, describe the experience and capability of the Construction Manager for the Project in leading the construction of highway construction projects, identifying specific experience with the letter items listed in Section 3.3. The experience described for a Key Individual may include projects that are not Project Experience Nominated Projects. Project experience within the last 15 years is considered most relevant.Describe the availability of the Construction Manager as follows:1. percentage of time the individual will dedicate to each phase of the Project for the following two phases: RFP, design & construction; and

any foreseeable time constraints that may impact the Construction Manager’s ability to perform according to the Project schedule.Provide a resume for the Construction Manager including relevant qualifications, education and experience in the same or substantially similar roles on highway construction projects.  |
| **4.** | **Indigenous Relationships, Participation, and Contracting Opportunities** |
| **4.1** | **Indigenous Relationships**  | Based only on the Indigenous Participation Nominated Projects, describe, including relevance to the Project, the Respondent Team Members’ experience and capability building relationships with Indigenous groups in support of project delivery with reference to:1. Corporate values, policies, practices and programs;
2. Collaborating with the owner; and
3. Indigenous cultural recognition and education.

Responses a) through c) should include: * Successes, challenges, and strategies implemented to overcome challenges; and
* Evidence relevant to relationship building with Indigenous groups, including project integration.
 |
| **4.2** | **Indigenous Participation and Contracting Opportunities** | Based only on the Indigenous Participation Nominated Projects, describe, including relevance to the Project, the Respondent Team Members’ experience and capability with Indigenous involvement in project delivery, including any or all of the following:1. Working with Indigenous communities to understand how local needs and commercial interests align with project delivery;
2. Building capacity and contracting with Indigenous-owned or affiliated businesses in partnerships or joint ventures or as subcontractors;
3. Problem-solving of project-related issues in collaboration with Indigenous communities while respecting cultural values; and
4. Incorporating Indigenous communities cultural values and environmental input on project related design and delivery.
 |
| **5.** | **Financial** |
| **5.1** | **Financial Capacity**  | Demonstrate the financial capacity of the Respondent Team by providing the following:1. Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix I and Appendix J from an insurer licensed in British Columbia or Canada that the following coverages will be available for the Project if the Respondent is awarded a contract:
	1. Commercial General Liability insurance coverage in accordance with Appendix H; and
	2. Project-specific Professional Liability insurance coverage in accordance with Appendix H.
2. Written confirmation, generally in the form of the Undertaking of Surety contained in Appendix K, from a surety that the Respondent will be able to obtain a $65 million performance bond and a $65 million labour and materials payment bond written by a surety, or sureties, authorized to conduct business in Canada if the Respondent is awarded a contract.
 |
| **6.** | **Nominated Projects and Key Individual Experience** |
| **6.1** | **Project Experience Nominated Projects** | Submit a maximum of nine (9) Project Experience Nominated Projects using Form A-1 of this Appendix A. Project Experience Nominated Projects are projects in which Respondent Team Members performed project management, design, construction, or other roles and are demonstrated to be relevant to the Project. Submit a completed Form A-2 of this Appendix A.  |
| **6.2** | **Indigenous Participation Nominated Projects**  | Submit a maximum of three (3) Indigenous Participation Nominated Projects using Form A-3 of this Appendix A. Indigenous Participation Nominated Projects are projects in which Respondent Team Members’ demonstrated experience and capability with Indigenous involvement in project delivery and are demonstrated to be relevant to the Project.  |
|  |  |  |
|  |  |  |

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

(Each Form A-1 should not exceed three pages)

|  |  |  |  |
| --- | --- | --- | --- |
| **Respondent:** |  | **Project Number:**  |  |
| **Respondent Team Member(s):** |  | (sequentially numbered 1 to 9) |

| Item | Notes to Respondents |
| --- | --- |
| **Name of project**  | *Details including official project name and contract number (as applicable).* |
| **Location of project** | *Country, province/state, city/state, site or project extent.* |
| **Project owner** | *Organization name.* |
| **Reference contact details** | *Key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence.* *By providing this information you are authorizing the Province or the Province’s representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.*  |
| **Contract period (term)** | *Contract commencement date, end of construction date, start of operations date and contract end date. Projects completed within the last 15 years will be considered most relevant.* |
| **Time period of involvement** | *Commencement date and duration of the Respondent Team Member’s involvement.* |
| **Description of project** | *Capital value, contract value, value of Respondent Team Member’s contract, scope and complexity.* |
| **Relevance** | *Describe the relevance of the Project Experience Nominated Project to the Project, including aspects of the project which may include a process and/or challenge that are similar to the design-build project delivery model. This may include processes and/or challenges in relation to designing and constructing elements within a design-bid-build contract, value engineering or engineering temporary structures.*  |
| **Current status of project** | *Describe the current status of the project relative to key milestone events.* |
| **Project delivery model** | *Include the project delivery model (e.g., design-build, design-build-finance, design-build-finance-operate, design-bid-build, construction management etc.)* |
| **Traffic volume** | *Total average daily traffic across all lanes (actual or estimated).* |
| **Respondent Team Member’s specific role on the project** | *Specific role, duties and responsibilities of the applicable Respondent Team Member(s), including the estimated total time (in hours) spent in each role on that project, and any additional information that demonstrates relevant experience and ability. Describe what tasks Respondent Team Member(s) were responsible for in the project, and during which phase of the project lifecycle (e.g., design phase, pre-construction phase, construction phase, completion etc.).**If the project involved a joint venture, identify the joint venture partner(s) and clearly define the breakdown of roles and responsibilities between or among the parties, including disclosing the contractor’s percentage of a joint venture.* |
| **Personnel** | *Identify Respondent Team Member(s) senior personnel who have/had a direct role in the project. Provide a summary of each person’s role and the extent of their time in that role on the project. Describe any other key personnel that were integral to the Respondent Team Member(s) role on the project.* |
| **Other information** | *Any information the Respondent considers relevant to the Evaluation Criteria.* |

##### Form A-2 Project Experience Nominated Projects Summary

| **Reference Projects** | **Project Details** |
| --- | --- |
| Project Name and Nominated Project # | Project Location | Type of Project (highway, bridge, etc.) | Key Individual(s)(if applicable) | Traffic Volumeaverage annual daily traffic (actual or estimated) | Lanes (Number and Length kms) | Total Contract Value(CAD$ - Millions) | Value of Respondent Team Members contract(CAD$ - Millions) | Procurement Model (DBB, CM, DB, etc.) | Construction Duration | Construction Completion (Year) | Relevant RFQ Sections |
| Project #5 | Revelstoke, B.C. | Highway | John Smith | 11,000 AADT | 4 lanes5 km | $100 M | $25 M | DB | 3 | 2020 | 2.1, 3.1, 3.3, |
| Nominated Project 2 |  |  |  |  |  |  |  |  |  |  |  |
| Nominated Project 3 |  |  |  |  |  |  |  |  |  |  |  |
| Nominated Project 4 |  |  |  |  |  |  |  |  |  |  |  |
| Nominated Project 5 |  |  |  |  |  |  |  |  |  |  |  |
| Nominated Project 6 |  |  |  |  |  |  |  |  |  |  |  |
| Nominated Project 7 |  |  |  |  |  |  |  |  |  |  |  |
| Nominated Project 8 |  |  |  |  |  |  |  |  |  |  |  |
| Nominated Project 9 |  |  |  |  |  |  |  |  |  |  |  |

**Form A-3 Indigenous Participation Nominated Project Details**

(Each Form A-3 should not exceed three pages)

|  |  |  |  |
| --- | --- | --- | --- |
| **Respondent:** |  | **Project Number:**  |  |
| **Respondent Team Member(s):** |  | (sequentially numbered 1 to 3) |

| **Item**  | **Notes to Respondents**  |
| --- | --- |
| **Name of project**  | *Details including official project name.*  |
| **Location of project**  | *Country, province/state, city/town, site or project extent.*  |
| **Project owner**  | *Organization name.*  |
| **Reference contact details**  | *Key client contacts and key Indigenous group contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence.* *By providing this information, you are authorizing the Province or the Province’s representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.* *Confirm that each reference contact is aware their name is being provided and is willing to provide a reference to the Province.* |
| **Contract period (term)**  | *Contract commencement date, end of construction date, start of operations date and contract end date.*  |
| **Time period of involvement**  | *Commencement date and duration.*  |
| **Description of project**  | *Capital value, scope, and complexity.* |
| **Current status of project**  | *Describe the current status of the project relative to key milestone events.*  |
| **Project delivery model**  | *Include the project delivery model (e.g., design-build, design-build-finance, design-build-finance-operate, design-bid-build, construction management etc.)* |
| **Involved Indigenous group(s) and role(s) on the project** | *Name(s) of community / partnership / joint venture / sub-contractor.*  |
| **Contract obligations (if any)** | *Nature and extent of contractual obligation in relation to each Indigenous group, including contract value, person-hours, and nature of work.* |
| **Impacted Indigenous group(s)** | *Those identified by an owner, through an environmental assessment or other process, as being impacted (if applicable).* |
| **Respondent Team Member’s specific role on the project** | *Specific role, duties, responsibilities, and contractual obligations of applicable Respondent Team Member(s) with respect to Indigenous participation.**A brief summary of approach of Respondent Team Member(s) in meeting commitments or obligations, including entering into joint ventures or partnerships with Indigenous groups, using Indigenous-owned businesses as subcontractors, employing Indigenous workers, and providing training, mentorship and / or other development opportunities to Indigenous people.* *If the project involved multiple Indigenous groups, please describe the duties and responsibilities with respect to each Indigenous group.*  |

**Form A-4 Key Individual Experience**

(Each Form A-4 should not exceed two pages)

|  |  |  |  |
| --- | --- | --- | --- |
| **Respondent:** |  | **Key Individual’s Title:**  |  |
| **Key Individual’s Name:** |  | (sequentially numbered 1 to 3) |

| **Item**  | **Notes to Respondents**  |
| --- | --- |
| **Project details**  | *Project title, a brief description of the project including location, scope of work, start and completion date, total or capital budget, project owner, and key project challenges.* |
| **Description of project**  | *A brief description of the project including procurement model, location, scope of work, start and completion date, total or capital budget, project owner, and key project challenges.* |
| **Role** | *The Key Individual’s roles / titles on the cited project, a brief summary of the person’s specific roles and responsibilities, reporting relationships, and the estimated total time spent in each role on that project, and any additional information that demonstrates their relevant experience and ability.* |
| **Relevance** | *Describe how the Key Individual’s experience on the cited project is relevant to the anticipated role and responsibility of the Key Individual on the Project.* |
| **Reference contact details** | *Key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence.* *By providing this information you are authorizing the Province or the Province’s representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.**Confirm that each reference contact is aware their name is being provided and is willing to provide a reference to the Province.* |

APPENDIX B – Receipt Confirmation Form

(To be submitted by the Respondent Representative)

**Request for Qualifications**

**Highway 1 – Jumping Creek to MacDonald Snowshed Project**

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

**Contact Person**

Email: JCM.Contact@gov.bc.ca

**Respondent Contact Information**

|  |  |
| --- | --- |
| Name of Respondent: |  |
|  |  |
| Street Address: |  |
|  |  |
| City: |  |  Postal/Zip Code: |  |
|  |  |  |  |
| Province/State: |  | Country: |  |
|  |  |  |  |
| Mailing Address, if different: |  |
|  |  |
| Email Address: |  | Telephone: |  |
|  |  |  |  |
| Respondent Representative: |  |

**ACKNOWLEDGEMENT OF TERMS OF RFQ AND CONFIDENTIALITY**

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

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

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

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

This Receipt Confirmation Form is executed the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**<NAME OF RESPONDENT>**

**Per:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory

Name:

Title:

**Execution Instructions**

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

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

APPENDIX C – Confidentiality Agreement

**Highway 1** – **Jumping Creek to MacDonald Snowshed Project**

**Confidentiality Agreement**

**1. Interpretation**

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

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

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

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

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

“**Province Parties**” means BC Transportation Financing Authority, Infrastructure BC, Transportation Investment Corporation and BC Infrastructure Benefits Inc. (each a Province Party).

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

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

All capitalized terms not otherwise defined in this Agreement have the respected meanings ascribed to them in Section 6 of the RFQ.

**2. Confidentiality**

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

**3. Ownership of Confidential Information**

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

**4. Limited Disclosure**

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

**5. Destruction on Demand**

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

**6. Acknowledgment of Irreparable Harm**

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

**7. Waiver**

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

**8. Further Assurances**

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

**9. Severability**

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

**10. Enurement**

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

APPENDIX D – Relationship Disclosure Form

**Highway 1** – **Jumping Creek to MacDonald Snowshed Project**

**Relationship Disclosure Form**

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

**Re:** **Highway 1** – **Jumping Creek to MacDonald Snowshed Project (the “Project”)**

**<insert Respondent name> Response**

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

1. This declaration is made to the best of the knowledge of the Respondent and each of the Respondent Team Members.
2. The Respondent and each of the Respondent Team Members have reviewed the definition of Restricted Party and the non-exhaustive list of Restricted Parties set out in the RFQ.
3. Exhibit 1 to this Relationship Disclosure Form is a full disclosure of:
	1. all former and current relationships that the Respondent and each Respondent Team Member has or has had with:
		1. any:
			1. former or current officials, employees, representatives, or elected officials of the Province, BCTFA, TI Corp or Infrastructure BC; or
			2. former or current officers, directors, employees or representatives of any individual, corporation, partnership or other entity, or the entity itself,

that have been involved in the Competitive Selection Process, or the design, planning or implementation of the Project or that has confidential information about the Project or the Competitive Selection Process; or

* + 1. any Restricted Party or any current or former employee, shareholder, director or officer of any Restricted Party,

(i and ii are, collectively, the “Project Parties”); and

* 1. any relationship between any of the Respondent’s and each Respondent Team Member’s respective contractors, subcontractors, directors, officers, employees, consultants, advisors, representatives and agents, or any other persons associated with any of them, with any of the Project Parties that constitutes an actual or perceived conflict of interest or unfair advantage or has the potential for creating an actual or perceived conflict of interest or unfair advantage.

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

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

**THIS DECLARATION** is dated as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**<NAME OF RESPONDENT>**

**Per:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory

Name:

Title:

**Execution Instructions**

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

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

**Exhibit 1 to Appendix D**

**Relationship Disclosure**

|  |  |
| --- | --- |
| NAME OF THE PARTY | DETAILS OF THE NATURE OF THE PARTIES’ RELATIONSHIP TO BE DISCLOSED |
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APPENDIX E – Response Declaration Form

**Highway 1** – **Jumping Creek to MacDonald Snowshed Project**

**Response Declaration Form**

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

**Re:** **Highway 1** – **Jumping Creek to MacDonald Snowshed Project (the “Project”)**

**Request for Qualifications entitled “Highway 1** – **Jumping Creek to MacDonald Snowshed Project – RFQ Response”, as amended in accordance with its terms (the “RFQ”) for the Project**

**<insert Respondent name> Response**

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

**1. Response**

1. I am duly authorized to execute and deliver this Declaration on behalf of the Respondent and each of the Respondent Team Members;
2. The Respondent and each of the Respondent Team Members are bound by all statements and representations made in the Response;
3. the Respondent and each of the Respondent Team Members have received, reviewed, read and understood the RFQ and this Declaration and authorized and consented to the delivery of the Response and the execution and delivery of this Declaration;
4. in preparing and delivering the Response the Respondent has complied with all applicable laws and regulations, including by obtaining from each person any required consents and authorizations to the collection of information relating to such person and to the submission of such information to the Province as part of the Response for the purposes of the Response, the RFQ and the Competitive Selection Process, or any of them;
5. the Respondent and each of the Respondent Team Members have had sufficient time to consider, and have satisfied themselves as to the applicability of the material in the RFQ and any and all conditions that may affect the Response;
6. the members of the Respondent Team are the entities listed in Exhibit 1 to this Declaration;
7. the Respondent has disclosed all relevant relationships in accordance with the instructions and format outlined in the Relationship Disclosure Form
8. none of the Respondent nor any of the Respondent Team Members has had access to or has availed itself directly or indirectly of any confidential information of the Province, other than confidential information disclosed by the Province to all respondents, in connection with the preparation and delivery of the Response; and
9. none of the Respondent nor any of the Respondent Team Members nor, to the knowledge of the applicable Respondent Team Member (after due and reasonable inquiry), any of their respective ‘affiliates’ (as defined in the *Business Corporations Act* (British Columbia)) is a Restricted Person as that term is defined in Exhibit 2.

**2. Acknowledgements**

1. The Respondent and the Respondent Team Members acknowledge that the Province reserves the right to verify information in the Respondent’s Response and conduct background investigations including reference, credit and other checks, independent verifications, criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations, on all or any of the Respondent and the Respondent Team Members (collectively, the “Investigations”), and by submitting a Response the Respondent agrees that they consent to and authorize the Province and the authorized representatives of the Province to undertake any and all such Investigations; and
2. the Respondent and the Respondent Team Members acknowledge that the Response, upon submission to the Province, becomes the property of the Province.

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

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

**THIS DECLARATION** is dated as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

<NAME OF RESPONDENT>

**Per:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory

Name:

Title:

**Execution Instructions**

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

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

**Exhibit 1 to Appendix E**

**Respondent Team**

| Name  | Address | Respondent Team Member Role |
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Note: The Respondent and each Respondent Team Member should be identified by its correct and complete legal name.

**Exhibit 2 to Appendix E Restricted Person**

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

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

APPENDIX F – Request for Information Form

**Highway 1** – **Jumping Creek to MacDonald Snowshed Project**

**Request for Information / Clarification**

**Respondent Name:**

**RFI Number:** (each RFI to be sequentially numbered)

**Date Raised:**

**Date by Which Response Requested:**

**Type of Request:** [ ]  Information [ ]  Clarification

(please indicate with tick boxes)

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

**Request / Query** (One query / request per sheet)

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

[ ]  Yes [ ]  No

APPENDIX G – Proponent Agreement

**Highway 1** – **Jumping Creek to MacDonald Snowshed Project**

**Proponent Agreement**

**Note:**This Proponent Agreement is to be duly executed by the Proponent and each of the Proponent Team Members in accordance with the definitions of those terms in the RFP. It is the responsibility of the Proponent to ensure that each such party and, where applicable, each entity included in each such party has been properly identified by its legal name in this Proponent Agreement and has duly executed this Proponent Agreement, and the Province may at its discretion request an opinion from the relevant party’s legal counsel to that effect.

**THIS PROPONENT AGREEMENT** made as of [INSERT DATE].

His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure

Attention: Contact Person

Re: Highway 1 – Jumping Creek to MacDonald Snowshed Project – Proponent Agreement in respect of the Request for Proposals issued by the Province on [Insert Date], 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 Proponent Agreement between [Insert Proponent Name] (the “**Proponent**”), [Insert name of each Proponent Team Member], and any other parties who may become Proponent Team Members from time to time in accordance with the terms of the RFP, and the Province, pursuant to which the Proponent agrees with the Province as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms not otherwise defined in this Proponent Agreement have the meaning given to them in the RFP.

2.0 PARTICIPATION

2.1 The Proponent and each of the Proponent Team Members agree that as a condition of participating in the RFP, including the Competitive Selection Process, Workshops and Collaborative Meetings, and receiving access to the Data Room, the Proponent and the Proponent Team Members will comply with the terms of this Proponent Agreement and the terms of the RFP.

3.0 CONFIDENTIALITY

3.1 The Proponent and the Proponent Team Members will comply with, and will ensure that all others associated with the Proponent and the Proponent Team members also comply with, the Confidentiality Conditions attached as Schedule 1 to this Proponent Agreement, all of which conditions are expressly included as part of this Proponent Agreement.

4.0 TERMS OF RFP

4.1 The Proponent and each of the Proponent Team Members will comply with and be bound by, and will ensure that all others associated with the Proponent and the Proponent Team Members also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Proponent Agreement by reference. Without limiting the foregoing, the Proponent and the Proponent Team Members agree:

1. that the terms of the Proponent Agreement do not limit the obligations and requirements of the Proponent and the Proponent Team Members under the RFP, any Data Room agreement, or any other document or requirement of the Province;
2. to be bound by the disclaimers, limitations and waivers of liability and Claims and indemnities contained in the RFP, including Section 3.15 (Releases and Waivers) of the RFP. In no event will the liability of the Province exceed the amount calculated pursuant to Section 3.13 (Stipend) or Section 3.14 (Termination Fee) of the RFP; and
3. that the Province’s and the Proponent’s obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 3.8.8, 3.8.9 and 3.8.10 of the RFP.

5.0 AMENDMENTS

5.1 The Proponent and the Proponent Team Members acknowledge and agree that:

1. the Province may at its discretion amend the RFP at any time and from time to time; and;
2. by submitting a Proposal the Proponent and the Proponent Team Members accept, and agree to comply with, all such amendments and, if the Proponent or the Proponent Team Members do not agree to any such amendment, the sole recourse of the Proponent and the Proponent Team Members is not to submit a Proposal.

6.0 GENERAL

6.1 Notwithstanding anything else in this Proponent Agreement, if the Province, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent and the Proponent Team Members agree that they continue to be bound by, and will continue to comply with, Section 3 of this Proponent Agreement.

6.2 The Province may at its sole discretion, on prior written notice to the Proponent and the Proponent Team Members, transfer or assign this Proponent Agreement to a permitted assignee of the Province’s rights under the Design Build Agreement.

6.3 This Agreement will enure to the benefit of and be binding upon the Province and its assigns and upon each of the Proponent Team Members and their respective successors and permitted assigns. For greater certainty, this Proponent Agreement will continue to be binding on each of the Proponent Team Members notwithstanding that it may subsequently cease to be a Proponent Team Member.

6.4 Each provision of this Proponent Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Proponent Agreement is held to be unenforceable or invalid in respect of any Person or circumstance, then such provision may be severed and such unenforceability or invalidity will not affect any other provision of this Proponent Agreement, and this Proponent Agreement will be construed and enforced as if such invalid or unenforceable provision had never been contained herein and such unenforceability or invalidity will not affect or impair the application of such provision to any other Person or circumstance but such provision will be valid and enforceable to the extent permitted by law.

 6.5 This Proponent Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and cancels and supersedes all prior proposals, agreements, understandings, representations, conditions, warranties, negotiations, discussions and communications, whether oral or written, statutory or otherwise, and whether express or implied, between the parties with respect to the subject matter of this Proponent Agreement.

6.6 If the Proponent or any Proponent Team Member is a partnership (general or limited) or a consortium or joint venture:

1. each partner (general or limited) in the partnership and each of the entities comprising the consortium or joint venture, as the case may be, shall have executed this Proponent Agreement by its duly authorized representatives, both on behalf of the partnership, consortium or joint venture, as the case may be, and in its own behalf, in the same manner as if such partner or entity, as the case may be, was the sole party executing this Proponent Agreement; and
2. if any partner or entity, as the case may be, has not executed this Proponent Agreement as required by subsection 6.6(a), this Proponent Agreement will be valid and binding on the partners and entities, as the case may be, who have executed this Proponent Agreement, each of whom by execution of this Proponent Agreement expressly agrees to be jointly and severally liable to the Province for the obligations that would have been assumed hereunder by the partner or entity, as the case may be, that has not executed this Proponent Agreement had it executed this Proponent Agreement.

6.8 By executing this Proponent Agreement, the Proponent and Proponent Team Members, and each entity comprised in the Proponent or Proponent Team Member hereby represents, warrants and agrees that:

1. it is jointly and severally liable with each of the other entities comprised in the Proponent, the Proponent Team Members, or other entities comprised in the Proponent Team Member, as the case may be, Proponent Members, or other entities comprised in the Proponent Team Member, to the Province for all covenants, obligations and liabilities of the Proponent, or Proponent Team Member, as the case may be, set forth in this Proponent Agreement; and
2. the signatories to this Proponent Agreement include all of the entities comprised in the Proponent and the Proponent Team Members.

6.9 Each of the Proponent Team Members will from time to time and upon the reasonable request of the Province make, do, execute, and deliver or cause to be made, done, executed and delivered all such further assurances, acts, instruments and documents as may be requested for the purpose of giving full force and effect to this Proponent Agreement.

6.10 The rights, powers and remedies conferred on the Province under this Proponent Agreement are not intended to be exclusive and each will be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the Province under this Proponent Agreement, under the Competitive Selection Process or any part thereof, at law or in equity or under statute, and the exercise by the Province at its discretion of any right, power or remedy will not preclude the later exercise of that same right, power or remedy or the simultaneous or later exercise by the Province of any other right, power or remedy.

6.11 The Proponent and each Proponent Team Member hereby represents and warrants, on its own behalf, that:

1. it has the requisite power, authority and capacity to execute and deliver this Proponent Agreement;
2. this Proponent Agreement has been duly and validly executed and delivered by it or on its behalf by its duly authorized representatives; and
3. this Proponent Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

6.12 The Province may at its sole discretion request any party executing this Proponent Agreement to provide, and on such request such party will deliver to the Province, proof, in a form and content satisfactory to the Province at its sole discretion, that any signatory to this Proponent Agreement on behalf of such party had the requisite authority to execute this Proponent Agreement on behalf of and to bind such party and that this Proponent Agreement has been duly and validly executed and delivered by or on behalf of such party and constitutes a legal, valid and binding agreement enforceable against such party in accordance with its terms.

6.13 This Proponent Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all of the parties to this Proponent Agreement will constitute a full, original and binding agreement for all purposes. Counterparts may be executed in original, or electronic scanned or PDF file type (Adobe Acrobat Portable Document Format) form. This Proponent Agreement may be delivered by hand, or electronic mail, provided that if delivered by electronic mail, then in electronic scanned or PDF file type.

Yours truly,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name and Title

<> [insert legal name(s) and appropriate signature block(s) for the Proponent and each Proponent Team Members]

**SCHEDULE 1 TO PROPONENT AGREEMENT
CONFIDENTIALITY CONDITIONS**

**1. Definitions**

In these confidentiality conditions:

1. **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 RFQ, the RFP or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:
	1. is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
		1. 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;
		2. 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 (the onus of establishing which shall be on the Receiving Party);
		3. was developed independently by the Receiving Party without the use of any Confidential Information; or
		4. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;
2. **Disclosing** **Party** means the Province, a Province Party or any of its Representatives;
3. **Permitted** **Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Proponent Agreement;
4. **Province Parties** means BC Transportation Financing Authority, Infrastructure BC, Transportation Investment Corporation and BC Infrastructure Benefits Inc (each a Province Party).
5. **Receiving Party** means the Recipient or any of its Representatives;
6. **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
7. **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Province or a Province Party in connection with the Project.

**2. Confidentiality**

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Province, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.

**3. Ownership of Confidential Information**

The Province or the applicable Province Party owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Province, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

**4. Limited Disclosure**

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify the Province, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

**5. Destruction on Demand**

On written request, the Recipient will promptly deliver to the Province or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to the Province in writing, all in accordance with the instructions of the Province (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority, pursuant to applicable law.

**6. Acknowledgment** **of** **Irreparable** **Harm**

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Province or a Province Party may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides or discloses Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Province and Province Parties will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Province or the Province Parties may be entitled at law or in equity.

**7. Waiver**

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

APPENDIX H – Insurance Specifications

**Highway 1** – **Jumping Creek to MacDonald Snowshed Project**

**Insurance Specifications**

**ISSUANCE OF INSURANCE**

The Design-Builder shall at the Design-Builder’s expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified. Such insurance shall remain in full force and effect until all conditions of the Design-Build Agreement have been fully complied with.

All insurance coverage shall be issued with insurers acceptable to the Province and issued by companies licensed to transact business in the Province of British Columbia and Canada.

1. **THIRD PARTY GENERAL LIABILITY INSURANCE**
2. Wrap-Up” Commercial General Liability insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than $25,000,000.00, for bodily injury, death, and property damage arising from any one accident or occurrence and in the term aggregate. The insurance policy will indemnify the named insureds and the additional named insureds under the policy for any sum or sums which the insureds may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work or operations of the Design-Builder or any of its subcontractors of any tier including all persons, firms, corporations or partnerships who perform any of the work under the Design-Build Agreement anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance will also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.
3. Extension of Coverage

The liability insurance will cover all liability assumed by the Design-Builder in connection with and applicable to the Design-Build Agreement and will include, but will not be limited to the following coverage extensions applicable to the following liability policies:

1. Owner’s and contractor’s protective liability
2. blanket written contractual liability
3. contingent employer’s liability
4. non-owned automobile
5. liability under contract
6. 24 months Products and Completed Operations (as more fully outlined under Section 1.7 of this Schedule)
7. $5,000,000.00 coverage for Sudden and Accidental Pollution
8. **Exclusions Not Permitted**
9. Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed will not be excluded from insurance coverage.
10. Claims arising out of the legal liability imposed upon the insured at common law and extended by statute for bodily injury or death to employees of the insured will not be excluded. However, exclusions applicable to liability imposed upon or assumed by the insured under health and safety laws or for assessment by any Workers Compensation Board will be permitted.
11. Liability assumed by the insureds under contract with railroad companies for the use and operation of railway sidings or crossings will not be excluded.
12. **Deductible**

A property damage deductible of up to **$100,000.00** will be allowed for any one accident or per occurrence. Payment of any deductible shall be the responsibility of the Design-Builder.

1. **Cross Liability Insurance Clause**

Notwithstanding any other terms, conditions or exclusions elsewhere in the policies, every insurance policy (except Professional Liability, Automobile Liability, Builders Risk and Equipment insurance policies) will include the following clause:

“The insurance provided as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured and Additional Named Insured. Any breach of a condition of the policy by any Insured or Additional Named Insured will not affect the protection given by this policy to any other Insured or Additional Named Insured. The inclusion herein of more than one Insured or Additional Named Insured shall not operate to increase the limit of liability under this policy.”

1. **Products / Completed Operations Insurance Clause**

Notwithstanding any other terms, conditions or exclusions in the policies, every insurance policy (except Professional Liability, Automobile Liability, Builder’s Risk and Equipment Insurance policies) will include the following clause:

“Products and Completed Operations Hazard coverage shall be provided, and such coverage shall remain in full force and effect for a period of twenty-four (24) months after the work has been completed, irrespective of the expiry date of the policy.”

1. **Named Insured**

Notwithstanding any other terms, conditions, or exclusions elsewhere in the policies or in this Schedule, it is understood and agreed that all policies for the liability insurance referred to in Section 1.1 of this Schedule shall be extended to include insurance coverages and clauses as follows:

“His Majesty the King in right of the Province of British Columbia and the BC Transportation Financing Authority, together with all their employees, agents and servants, and all architects, engineers, consultants, contractors and any of their servants, agents, employees, volunteers, directors, parent, subsidiary, affiliated or related firms, engaged in or connected with the design, construction and related operations known as the “Highway 1 – Jumping Creek to MacDonald Snowshed Project” (all the foregoing being referred to in this Section as “Additional Named Insureds”), are added as additional named insureds in respect of liability arising from the work or operations of the Insured and the Additional Named Insureds, in connection with contracts entered into between the Insured and the Additional Named Insureds.”

1. **Additional Insureds**

The following and any of their employees, servants and agents are to be added to every insurance policy (except Professional Liability, Automobile Liability, Builders Risk and Equipment insurance policies) as additional insureds:

**[NOTE: The list of Additional Insureds will be finalized in the RFP.]**

1. **AUTOMOBILE INSURANCE**

Automobile Liability coverage with inclusive limits of not less than $10,000,000.00 providing third party liability and accident benefits insurance coverage must be provided for all vehicles required by law to be licensed that are owned, leased or rented by the Design-Builder that are used in the performance of the Design-Build Agreement.

1. **BUILDERS RISK, DIRECT DAMAGE, INSTALLATION FLOATER, “ALL RISK’ INSURANCE**

All risks insurance coverage of physical loss or damage including, but not limited to structural collapse and transit risks by any conveyance to and/or from the site, while there, awaiting and/or during erection, installation, and testing, occurring anywhere within Canada or the United States of America until handed over and accepted by the owner.

The insurance policy shall provide coverage for and limits for **the full value of the structure(s) to be built (including hard and soft costs) and include the value of any material and/or structure and/or property destined for or entering into or forming part of the work** whether belonging to the Design-Builder or its subcontractors, and/or the Province, and/or the BCTFA and/or the engineers and/or otherwise and including automatically any changes in design or method of construction occurring during the term of the policy.

1. Deductibles Per Occurrence
2. All losses under the all risks insurance up to 1% of contract amount.
3. The Design-Builder will be solely responsible for the payment of all deductibles.
4. Loss Payable

The insurance policy must contain a loss payable clause directing payment to the Province.

1. Additional Named Insured

Notwithstanding any other terms, conditions or exclusions in the policy, the policy will include the following as an Additional Named Insured:

“His Majesty the King in Right of the Province of British Columbia and the BC Transportation Financing Authority are added as Additional Named Insureds.”

1. **EQUIPMENT INSURANCE**

“All Risks” Insurance coverage, satisfactory to the Corporate Insurance and Securities Manager, covering all equipment owned, rented or leased and used in the performance of the Project, or for which the Design-Builder may be otherwise responsible.

1. **WAIVER OF SUBROGATION (APPLICABLE TO ALL PROPERTY INSURANCE POLICIES – BUILDER’S RISK AND EQUIPMENT INSURANCE POLICIES)**

Notwithstanding any other terms, conditions or exclusions in the policies, all property insurance policies, Builder’s Risk and Equipment policies will include the following Waiver of Subrogation clause:

“In the event of any third party loss or damage or any physical loss or damage to the work, or contractor’s equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against His Majesty the King in right of the Province of British Columbia, including the BC Transportation Financing Authority, or any of their employees, agents and servants, or the architects, engineers, consultants, contractors, or any of their servants, agents, employees, volunteers, directors, parent, subsidiary, affiliated or related firms, engaged in or connected with the design, construction and related operations known as “Highway 1 – Jumping Creek to MacDonald Snowshed Project.”

1. **AIRCRAFT INSURANCE**
2. If aircraft (including helicopters) are owned, leased, rented or used in the performance of the Design-Build Agreement, then third party Aircraft liability coverage with inclusive limits of not less than **$10,000,000.00** must be provided.
3. If unmanned air vehicles (UAV) are owned, leased, rented or used in the performance of the Design-Build Agreement, then third party Aircraft liability coverage with inclusive limits of not less than **$10,000,000.00** must be provided. All UAV movements to comply with all Transport Canada requirements, including the requirement to obtain, and comply with, a Transport Canada “Special Flight Operation Certificate”.
4. Coverage Extensions Applicable to Aircraft Policies
5. Canada and United States coverage territory
6. 60 days notice of Cancellation or Limitation of Cover (as more fully outlined in Section 10 of this Schedule)
7. **MARINE LIABILITY INSURANCE**

If ships, boats or other vessels are owned, used, leased, rented, operated or used in the performance of the Design-Build Agreement, then for bodily injury or death and property damage arising from any one accident or occurrence for all ships, boats and other vessels, insurance coverage is to be provided through either:

1. the "Wrap–Up" Commercial General Liability Insurance policy referred to in section 1 (i) of these specifications; or
2. a separate Protection and Indemnity insurance policy or such other policy or policies or combination thereof appropriate for this risk in the context of the Project, in any case with limits of not less than **$10,000,000.00** for bodily injury or death and property damage arising from any one accident or occurrence and in the term aggregate.

The Design-Builder will be responsible for ensuring that any changes to the requirements of the *Marine Liability Act* (Canada) and/or the regulations of the *Marine Liability Act* (Canada) are reflected in the insurance coverage provided.

1. **PROFESSIONAL LIABILITY INSURANCE (Errors & Omissions)**
2. Single Project Specific Professional Liability insurance with minimum limits of **TEN MILLION ($10,000,000.00)** per claim and **TEN MILLION ($10,000,000.00)** term aggregate insuring against all insured loss or damage including coverage for third party property damage, bodily injury or death, arising out of any professional services rendered by the Design-Builder, its subcontractors and engineers, architects, surveyors, and their servants or employees including personnel who perform normal services of the Design-Builder under the Design-Build Agreement. The named insured shall also include but not be limited to all architectural and engineering firms, including project managers, construction managers and applied science technologists, and all land surveyors, quantity surveyors and others engaged in providing professional services to the Project.
3. A maximum deductible of **$500,000.00** will be allowed.
4. Exclusions for design/build, or joint venture projects will not be permitted.
5. Coverage will be maintained for a period of 24 months following completion of the Project.
6. The required insurance shall not be cancelled, removed, or endorsed to restrict coverage or reduce limits of liability, without sixty (60) days’ prior notice in writing by registered mail to the:

“Corporate Insurance and Securities Manager

Ministry of Transportation and Infrastructure

4C – 940 Blanshard Street

Victoria BC V8W 3E6”

Notification of the policy being endorsed to restrict coverage mid-term must be provided in writing to the Corporate Insurance and Bonds Manager at the above address no later than the effective date of such change.

1. **USE AND OCCUPANCY**

Use and occupancy of the work or any part thereof prior to the date of completion will not be cause for any termination of insurance coverage shown in the applicable sections.

1. **NOTICE OF CANCELLATION FOR ALL POLICIES (EXCEPT OWNED AUTOMOBILE AND PROFESSIONAL LIABILITY)**

The required insurance will not be lapsed, cancelled, removed, materially changed, altered, or endorsed to restrict coverage or reduce limits of liability, without sixty (60) days’ prior notice in writing by Registered Mail to:

“Corporate Insurance and Securities Manager

Ministry of Transportation and Infrastructure

4C - 940 Blanshard Street

Victoria, BC V8W 3E6”

1. **EVIDENCE OF COVERAGE**

The following evidence of coverage will be required:

1. File originals or signed, certified copies of all policies and renewals of such policies together with any other endorsements necessary to comply with this schedule and any other requirements outlined in the Contract with to:

“Corporate Insurance and Securities Manager

Ministry of Transportation and Infrastructure

4C – 940 Blanshard Street

Victoria, BC V8W 3E6”

1. For Automobile Liability insurance, a duly executed Insurance Corporation of British Columbia APV47 form may be used for evidence of coverage or renewal provided that if excess limits are purchased through private insurers, evidence will be provided by way of signed, certified copies of such policies.
2. If filed originals or signed, certified copies of such policies and renewals are not available as at the time that delivery by the Design-Builder to the Province as required, the Design-Builder may, as an INTERIM measure pending delivery of the originals and signed certified copies and subject to the condition that the Design-Builder complies with subsection 11.1(d) of this Schedule, deliver to the Province a duly completed Ministry Certificate of Insurance certifying to the Province that the insurance requirements have been met.
3. If the Design-Builder delivers a Ministry Certificate of Insurance, the Design-Builder must by not later than Ninety (90) days after the date of issuance of the Certificate, deliver originals or signed, certified copies of all current policies and necessary endorsements to the Province at the following address:

“Corporate Insurance and Securities Manager

Ministry of Transportation and Infrastructure,

PO Box 9850, Stn Prov Govt,

940 Blanshard Street

Victoria, BC V8W 3E6”

1. **If the Design-Builder fails to obtain or maintain insurance as required under the Design-Build Agreement or if any policy is not approved and the Design-Builder does not afterward meet the requirements of the Design-Build Agreement as to terms and conditions of the policies, the Province will have the right, but not the obligation to, place and maintain such insurance and the cost will be payable by the Design-Builder to the Province on demand and the Province may deduct the cost of that insurance from any money that is or becomes due to the Design-Builder.**
2. The Province may, from time to time and on 30 days' written notice to the Design-Builder, require the Design-Builder to increase the coverage and/or limits of insurance and the Contractor will, within 30 days of receiving such notice, cause the limits and types to be changed and deliver to the Province a completed Insurance Corporation of British Columbia APV47 or APV250 or certified copies of all other insurance then required to be maintained by the Design-Builder under the Design-Build Agreement to prove that such changes have been made.

APPENDIX I – Undertaking of Commercial General Liability Insurance

**Highway 1** – **Jumping Creek to MacDonald Snowshed Project**

 **Undertaking of Commercial General Liability Insurance**

[Name of Respondent submitting a Response to the RFQ for the Project]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, the undersigned, as authorized representatives on behalf of **“[Insert Name of Brokerage or Insurance Company]”**, do hereby undertake and agree to provide “Wrap-Up” Commercial General Liability insurance as specified in Insurance Specifications for the Highway 1 – Jumping Creek to MacDonald Snowshed Project if a contract is awarded to **“[Insert Name of Respondent]”**, subject to underwriting.

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

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

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

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

Duly Authorized Representative of **Brokerage** or **Insurance Company**

APPENDIX J – Undertaking of Professional Liability Insurance

**Highway 1** – **Jumping Creek to MacDonald Snowshed Project**

**Undertaking of Professional Liability Insurance**

[Name of Respondent submitting a Response to the RFQ for the Project]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, the undersigned, as authorized representatives on behalf of **“[Insert Name of Brokerage or Insurance Company]”**, do hereby undertake and agree to provide Professional Liability insurance as specified in Insurance Specifications for the Highway 1 – Jumping Creek to MacDonald Snowshed Project if a contract is awarded to **“[Insert Name of Respondent]”**, subject to underwriting.

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

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

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

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

Duly Authorized Representative of **Brokerage** or **Insurance Company**

APPENDIX K – Undertaking of Surety

**Highway 1** – **Jumping Creek to MacDonald Snowshed Project**

**Undertaking of Surety**

DATE: [Insert Date]

NO.: [To be inserted]

To: His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure

**Re: Request for Qualifications - Highway 1** – **Jumping Creek to MacDonald Snowshed Project (the “Project”)**

We,  **[name of Surety],** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, are the Surety for **[name of Respondent]** (in this letter referred to as the “Client”). The Client has demonstrated to us in the past an ability to complete their projects in accordance with the conditions of their contracts and we have no hesitation in recommending their services to you.

The Client wishes to be prequalified as a proponent on the captioned Project, which we understand will require a Performance Bond in the amount of SIXTY-FIVE MILLION Dollars ($65,000,000) and a Labour and Material Payment Bond in the amount of SIXTY-FIVE MILLION Dollars ($65,000,000). Based on the limited information available at this time and subject to our assessment of the captioned Project and our Client’s work program as at the time of this letter, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our Client and ourselves.

If we can provide any further assurances or assistance, please do not hesitate to call upon us.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Surety

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly Authorized Representative of Surety

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_