



**KITIMAT**

A Marvel of Nature and Industry

# **Haisla Bridge Replacement Project Request for Qualifications – Owner’s Engineer Services**

<b>Issue Date</b>	Tuesday, February 18, 2020
<b>Closing Time and Date</b>	2:00 PM (Pacific Standard Time) Tuesday, March 10, 2020
<b>Contact Person</b>	Samuel Anderson Project Coordinator SAnderson@CollingsJohnston.com

## Summary of Key Information

<b>RFQ Title</b>	<p>The title of this Request for Qualifications (RFQ) is:</p> <p><b>Haisla Bridge Replacement Project - Request for Qualifications - Owner’s Engineer Services</b></p> <p>Please use this title on all correspondence.</p>
<b>Contact Person</b>	<p>The Contact Person for this RFQ is:</p> <p><b>Samuel Anderson, Project Coordinator</b></p> <p>Email: <a href="mailto:SAnderson@CollingsJohnston.com">SAnderson@CollingsJohnston.com</a></p>
<b>Enquiries</b>	<p>Respondents are encouraged to submit enquiries at an early date and before <b>2:00 PM (Pacific Standard Time) on the day that is five (5) Business Days before the Submission Time</b> to permit consideration by the Owner; the Owner may, in its discretion, decide not to respond to any enquiry.</p>
<b>RFQ Documents</b>	<p>RFQ documents may be downloaded from the BC Bid Website at:</p> <p><a href="https://www.bcbid.gov.bc.ca/">https://www.bcbid.gov.bc.ca/</a></p> <p>Any Addenda or further information relating to this RFQ will be posted on BC Bid.</p>
<b>Submission Time</b>	<p>2:00 PM (Pacific Standard Time) on Tuesday, March 10, 2020</p>
<b>Submission Location</b>	<p>Electronic versions (PDF) of Responses shall be submitted to the Contact Person.</p>

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## 1 Introduction

### 1.1 Purpose of this RFQ

The Request for Qualifications (“RFQ”) provides an opportunity to submit Responses to the District of Kitimat (the “District” or “DOK”) for Owner’s Engineer (“OE”) services for review by the District and, pursuant to the District’s evaluation of Responses among other factors, to shortlist up to three (3) Respondents to receive a Request for Proposal (“RFP”) and submit a Proposal and potentially enter into a Contract for the services discussed therein.

### 1.2 The Project

The existing two-lane Haisla Bridge over the Kitimat River connects communities within the District of Kitimat. The existing bridge also connects the provincial highway system to the adjacent industrial area, the West Douglas Channel and the Wedeene Forest Service Road. The existing bridge is the only crossing of the Kitimat River within the District of Kitimat. The existing bridge was constructed in 1954 and is operating at the end of its intended design life. Currently, the bridge requires extensive and ongoing maintenance, is inadequate for the size and weight of some cargo destined for the industrial area and presents safety concerns.

The Government of Canada has allocated \$55 million in funding to the District to cover the capital cost for the construction of a new two-lane bridge adjacent to the existing bridge and for the decommissioning of the existing bridge. It is anticipated that the new bridge will be substantially completed by the end of 2022, depending on receipt of Project permits. The funding is managed through the Western Diversification Program of Western Economic Diversification Canada (“WD”). At this time a Competitive Selection Process, utilizing a design-build (“DB”) approach, is envisioned for the Project.

Collings Johnston Inc. (“CJI”) was recently retained by the District to provide the role of Chief Project Officer (“CPO”). As part of this assignment, CJI determined that a critical path item is the environmental permitting phase of this Project. An Environmental Services RFP was issued on February 5, 2020.

In support of the definition, permitting, procurement, and implementation of the Haisla Bridge Replacement Project (the “Project”), the District is seeking the services of an OE to provide the services defined in Section 2.1 of this RFQ.

### 1.3 The District of Kitimat

Additional information about the District is available at: <https://www.kitimat.ca/en/index.aspx>.

### 1.4 Western Economic Diversification Canada

Additional information about WD is available at: <https://www.wd-deo.gc.ca/eng/home.asp>.

### 1.5 OE Procurement Schedule

The OE procurement schedule is anticipated to be as follows:

**Table 1. Preliminary OE Procurement Schedule**

Activity	Estimated Completion Date
Issue RFQ for OE Services	February 18, 2020
RFQ for OE Services Closed	March 10, 2020
Shortlist Qualified Respondents / Issue RFP for OE Services	March 17, 2020
RFP for OE Services Closed	April 9, 2020
Award Contract for OE Services	April 16, 2020

## 2 Scope of Work

### 2.1 Services to be Provided

This RFQ describes the District’s interest in procuring OE services to assist with three (3) phases of work:

- (1) **Project Definition**, including the development of reference concept designs to achieve the Project Definition.
- (2) **Procurement**, including the preparation of technical inputs to the Design-Build Agreement(s) (“DBA”) and assisting with interactions and evaluations of a Design-Build Contractor (“DBC”).
- (3) **Implementation**, including administration of the DBA and oversight of design and construction activities.

The District is seeking the services of an OE who, as a minimum, can demonstrate their experience in bridge Design-Build projects and be capable of providing expertise including the following technical disciplines:

- (1) Design and construction of bridges and structures;
- (2) Design and construction of municipal roads and regional highways;
- (3) Design development in support of environmental permitting and providing support to an Environmental Services consultant (who will responsible for identifying relevant environmental standards and regulations for associated permits, authorizations and consents);
- (4) Geotechnical investigation;
- (5) Utilities design and accommodation;
- (6) Traffic engineering during construction;
- (7) Technical requirements and specifications for Design-Build procurements and contracts;
- (8) Cost estimating;
- (9) Quality Auditing; and
- (10) Design and construction oversight.

It is anticipated that the OE will be required to perform and be responsible for the following services and duties, including but not necessarily limited to:

- (1) Developing a Reference Concept Design, including:
  - (a) Design concept (30%)
  - (b) Cost estimate
  - (c) Constructability review
- (2) Conducting site investigations (geotechnical, hydrological, utility location confirmation);

- (3) Conducting topographical and legal survey;
- (4) OE team project management, including:
  - (a) Management plans,
  - (b) Services schedule,
  - (c) Health and safety,
  - (d) Quality management,
  - (e) Document control, and
  - (f) Coordinate deliverables review comments and resolution;
- (5) Developing drawings and supporting acquisition of properties;
- (6) Developing a baseline project schedule;
- (7) Supporting the development of a Project Definition Report;
- (8) Attending regular project team coordination meetings;
- (9) Developing the design and construction specifications for DB procurement documents;
- (10) Supporting the development of the Project’s budget, including:
  - (a) Cash flow projections,
  - (b) Reconciling cost estimate inputs, and
  - (c) Contingency and risk quantification;
- (11) Supporting the District in negotiations with third parties;
- (12) Supporting development and implementation of partner agreements, Haisla Nation inputs, stakeholder plans and meetings, and public communications materials;
- (13) Supporting the CPO in the development of procurement documentation;
- (14) Developing the DB RFQ/RFP data rooms;
- (15) Responding to technical enquiries (RFCs/RFIs) from the Proponent teams;
- (16) Performing technical evaluations of the RFQ/RFP and supporting negotiations with the Preferred Proponent;
- (17) Reviewing the DB Contractors’ Project Management Plan and other management plans;
- (18) Monitoring/reviewing the DB Contractors’ compliance with design and construction specifications and management plans;
- (19) Certifying the DB Contractors’ monthly progress draws; and,

(20) Monitoring the DB Contractors’ compliance with their management plans.

## 2.2 Project Schedule

The preliminary anticipated schedule for OE Services is as follows:

**Table 2. Project Schedule**

Activity	Estimated Completion Date
Award Contract for OE Services	April 2020
Draft Reference Concept Design (30%)	End of July 2020
Reference Concept Design (30%) Complete, Technical inputs to the DB RFP, Technical inputs to the Project Definition Report	End of August 2020
Award Contract to Design-Build Contractor	February 2020
Substantial Completion	December 2022
Total Completion	March 2023

This schedule is subject to change at the discretion of the District.

### 3 Procedures for Evaluation of Responses

#### 3.1 Submission Time and Location

Responses must be submitted in accordance with the requirements of Appendix A of this RFQ and received at the Submission Location before the Submission Time indicated in the Summary of Key Information on page i.

Responses received after the Submission Time will not be considered.

#### 3.2 Evaluation Criteria

Responses that satisfy the Submission Requirements will be evaluated against the Evaluation Criteria as outlined in Appendix A – Submission Requirements and Evaluation Criteria.

#### 3.3 Evaluation Process

To assist in evaluating the Responses, and in determining their suitability, acceptability, and credibility, the District may, in its discretion, but is not required to:

- (1) conduct reference checks with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers, whether contained in the Response or not, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;
- (2) rely on and consider any information from such cited references;
- (3) take into consideration information from other sources;
- (4) seek clarification of further information from any or all Respondents;
- (5) consider such supplementary information in the evaluation; and
- (6) request interviews/presentations with any or all Respondents to clarify any questions and/or considerations based on the information included in Responses during the evaluation process. The District is not required to request or permit presentations. The District will take into consideration the presented information.

In addition, if, in the opinion of the District, any Response contains a defect or irregularity, or fails in some way to comply with any requirement of this RFQ that, in the opinion of the District, can be remedied without providing an unfair advantage to one or more of the Respondents, the District may request clarification from the Respondent.

#### 3.4 Notification of Success

A written notice to the Respondent’s Representative, as identified in Appendix B – Response Declaration Form, is the only valid form of notification of success.

#### 3.5 Respondent Meeting

No Respondents’ meeting is planned for this RFQ at this time.

## 4 RFQ Terms and Conditions

### 4.1 Agreement to Terms and Conditions

By submitting a Response to this RFQ, the Respondent agrees to be bound by the provisions of this RFQ, including all terms and conditions and any and all Addenda.

### 4.2 Confidentiality of Information

It is anticipated that the Qualified Respondent who is the successful Proponent to an RFP and who enters into a Contract with the District will have access to non-public information that could materially improve, or reasonably be perceived to improve, the relative competitive position of a Respondent for the Project, or information that, if released, may have detrimental impacts on the Project and its partners. Accordingly, the Contractor will be required to enter into a confidentiality agreement, which will survive the completion or termination of the Contract.

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

### 4.3 Restricted Parties and Future Project Services

The following companies are considered restricted parties and are not permitted to provide a Proposal:

- Collings Johnston Inc.; and
- Lachmann Environmental Consulting.

Signing of the Contract by the successful Proponent may restrict the successful Proponent and members of its team for future involvement with teams competing in a Competitive Selection Process for other work related to the Project.

The District of Kitimat issued an RFP for Environmental Services on February 5, 2020 to BC Bid. The successful proponent for this RFP **will** be eligible to compete for OE Services.

At this time, it is anticipated that the successful Owner’s Engineering Services entity **will not** be eligible to compete for these Design-Build services. A team bidding for delivery of the Project may be Disqualified from participating in the Project’s Competitive Selection Process if Environmental Services team members were to become a member of their team. An individual or organization would be considered to be a member of a team if they have a direct financial interest in the success of a Proposal or assist in the development of a Proposal.

### 4.4 Eligibility

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

#### 4.5 No Obligation to Proceed

The District is not obligated to accept a Response where, at the discretion of the District:

- (1) background investigations reveal:
  - (a) any false statements in the Response;
  - (b) any criminal affiliations or activities by the Respondent, where such affiliations or activities would, in the sole opinion of the District, interfere with the integrity of the Competitive Selection Process; or
- (2) the Response does not comply with the requirements of this RFQ unless it can be remedied or satisfactorily clarified; or
- (3) the Response includes a false or misleading statement, Claim, or information.

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

Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including costs of providing information requested by the District, attendance at meetings, and conducting due diligence.

#### 4.7 Limitation of Damages

Each Respondent, by submitting a Response, agrees that:

- (1) if any or all Responses are rejected, or the Assignment or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Assignment or modification of this RFQ or both), neither the Contact Person or the District nor any of its elected officials, employees, advisors, or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Respondent in any manner whatsoever, including, but not limited to, costs of preparation of the Response, loss of anticipated profits, loss of opportunity, or for any other matter;
- (2) the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, against the Contact Person and the District and its elected officials, employees, advisors, and representatives if the Respondent is rejected or Disqualified or is not successful in being awarded the Assignment or executing a Contract in the Competitive Selection Process, or for any other reason; and
- (3) with respect to circumstances not listed in the foregoing subsections (1) and (2), the Respondent will not make any Claim against the Contact Person or the District or its elected officials, employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the Response for any matter relating to this RFQ, the Assignment or the Competitive Selection Process.

Under no circumstances, including the cancellation of this RFQ and/or the decision not to proceed with the Competitive Selection Process, will the Contact Person or the District or its elected officials, employees, advisors or representatives be liable for any costs incurred by Respondents.

#### 4.8 Reservation of Rights

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

- (1) amend the scope of the Assignment, modify, cancel or suspend this RFQ process at any time for any reason;
- (2) accept or reject any Response based on the Evaluation Criteria as evaluated by the District;
- (3) waive a defect or irregularity in a Response and accept that Response;
- (4) not accept any or all Responses;
- (5) reject or Disqualify any or all Responses without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (6) re-advertise for new Responses, call for tenders, or enter into negotiations for this Assignment or for work of a similar nature;
- (7) make any changes to the terms of the business opportunity described in this RFQ;
- (8) negotiate any and all aspects of Responses; and
- (9) amend, from time to time, any date, time period or deadline provided in this RFQ, upon written notice to all Respondents.

#### 4.9 Addenda

Written Addenda are the only means of amending or clarifying this RFQ. Only the District through the Contact Person, is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the District is authorized to amend or clarify this RFQ. The District may, in its discretion through the Contact Person, and with notice in writing to interested parties, amend or clarify the terms or contents of this RFQ before the Submission Time. The District, through the Contact Person, will make reasonable efforts to deliver each Addendum to all such interested parties by issuing notices to the Respondent’s Representative identified on the Receipt Confirmation Form in Appendix D.

The District makes no guarantee of timely delivery of any Addenda to any person or firm. All subsequent information regarding this RFQ, including changes made to this document, will be posted on the BC Bid Website. It is the sole responsibility of the Respondent to check for amendments and additional information on the BC Bid Website.

#### 4.10 Enquiries

All enquiries related to this RFQ are to be directed, in writing, to the Contact Person at the email address on the front cover of this RFQ and must be received prior to five (5) Business Days before the closing date of this RFQ. No other communications will be accepted.

Enquiries to the Contact Person should clearly state “Haisla Bridge Replacement Project – Request for Qualifications – Owner’s Engineer Services – Enquiry” in the subject line of the email. Respondents are required to submit enquiries using the Request for Information Form in Appendix C.

Enquiries to, and responses from, the Contact Person may, at the discretion of the District, be distributed to all Respondents that have completed and returned the Receipt Confirmation Form in Appendix D. The District reserves the right not to respond to any enquiry made by a Respondent.

A Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if the District decides that an enquiry must be distributed to all Respondents, then the District will permit the enquirer to withdraw the enquiry rather than receive a response. However, any enquiry and response may, in the District’s discretion, be distributed to all Respondents, or the District may keep either or both the enquiry and response confidential if in the judgment of the District it is fair or appropriate to do so.

The District is not responsible for any error that may occur from submission of enquiries.

#### 4.11 Communications

The following provisions shall apply to any communications with the Contact Person, or the delivery of documents to the Contact Person:

- (1) Fax communications will not be accepted.
- (2) The District does not assume any risk or responsibility or liability whatsoever to any Respondent:
  - (a) for ensuring that any electronic email system being operated by or for the Respondent is in good working order, able to send or receive transmissions, or not engaged in receiving other transmissions such that a Respondent’s transmission cannot be received; and/or
  - (b) if a permitted email communication or delivery is not received by the District, or received in less than its entirety, within any time limit specified by this RFQ.
- (3) all permitted email communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person’s electronic equipment.

#### 4.12 No Unauthorized Communication

Respondents and/or any other interested parties must not attempt to communicate, or actually communicate, directly or indirectly, on matters related to this Competitive Selection Process with any representative of the District, elected officials, or any other government employees who are involved in the Project or the Competitive Selection Process.

To ensure that all public information generated about this Competitive Selection Process or the Project is fair and accurate, all public information generated in relation to this Competitive Selection Process or the Project, including communications with the media and the public, must be coordinated with, and is subject to prior approval of, the District.

#### 4.13 No Lobbying

Respondents and their respective Respondent Teams, the members of their Respondent Teams, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not

engage in any form of political or other lobbying whatsoever in relation to the Project, this RFQ, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFQ) will attempt to communicate in relation to the Project, this RFQ, or the Competitive Selection Process, directly or indirectly, with any staff member or political representative of the District for any purpose whatsoever.

Respondents will not engage in any form of political or other lobbying whatsoever with respect to this Assignment, or otherwise attempt to influence the outcome of the Competitive Selection Process. If any such lobbying or communications occur, the District, at its discretion, may at any time, but not be required to, reject any Response by that Respondent without further consideration, and either terminate that Respondent’s right to continue participating in the Competitive Selection Process, or impose such conditions on that Respondent’s continued participation in the Competitive Selection Process as the District, at its discretion, may consider in the public interest or otherwise appropriate.

#### 4.14 Ownership of Responses

All documents, including Responses, submitted to the District become the property of the District. They will be received and held in confidence, subject to the provisions of the Freedom of Information and Protection of Privacy Act (“FOIPPA”).

#### 4.15 BC Freedom of Information and Protection Privacy Act

All documents and other records in the custody of, or under the control of, the Contact Person and the District are subject to FOIPPA and other applicable legislation. Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential.

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

The BC FOIPPA can be accessed as follows:

[http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00)

#### 4.16 Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFQ requires Respondents to provide the District with personal information of employees who have been included as resources in response to this RFQ, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District. Such written consents are to specify that the personal information may be forwarded to the District for the purposes of responding to this RFQ and use by the District for the purposes set out in this RFQ. The District may,

at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made; Respondents will immediately supply such originals or copies to the District.

#### 4.17 Receipt of Complete RFQ

Respondents are responsible to ensure that they have received the complete RFQ as listed in the table of contents of this RFQ. Submission of a completed Receipt Confirmation Form in Appendix D by a Respondent constitutes a representation by that Respondent that it has verified receipt of a complete RFQ. Each and every Response is deemed to be made on the basis of the entire RFQ issued prior to the Submission Time. The District does not accept responsibility for any Respondent lacking any information.

#### 4.18 Response Declaration Form

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

#### 4.19 Disclosure and Transparency

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

During this stage of the Competitive Selection Process the District expects to disclose: this RFQ document, the number of Respondents, and the names of Respondents.

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

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

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

#### 4.20 No Invitation to Tender and Owner’s Right’s Reserved

This RFQ is not a tender and does not commit the District in any way to select a Qualified Respondent or a Contractor, or to proceed to negotiations for a Contract, or to award any Contract, and the District reserves the complete and absolute right, at any time and for any reason, to reject all Responses, and to terminate this RFQ process without compensation to any Respondent. Without limitation:

- (1) the District has the right to consider selecting the Responses, which in its sole discretion, it deems most advantageous to its interests, and in each such case, without giving any notice and without liability to Respondents;
- (2) any selections for awards shall be based on Responses which the District perceives, in its sole discretion, as giving the greatest value based on quality, service, price, reputation, experience, and other criteria, whether disclosed or not;
- (3) Responses with qualifying conditions or otherwise failure to conform to these instructions may be disqualified or rejected. The District may, however, in its sole discretion, elect to retain for consideration Responses which are non-conforming even if they do not contain the content or form required by these instructions or they have not complied with the process for submission set out herein;
- (4) the District retains the additional right, in its sole discretion, to waive irregularities in the form of submission of the Response, whether of a minor or major nature;
- (5) the District reserves the right, in its discretion, to further negotiate with any Respondent it believes has the most advantageous Response, or with any other Respondent(s) concurrently. In no event will the District be required to offer any modified terms to any other Respondent and the District shall incur no liability to any Respondent whatsoever under this RFQ and the RFQ process, including as a result of such negotiations, modifications, or contract awards; and
- (6) No contractual obligations whatsoever will arise between the District and any Respondent until and unless the District and a Respondent enter into the formal, written Contract.

## 5 Definitions and Interpretation

### 5.1 Definitions

In this RFQ, words are defined as follows:

“**Addenda**” or “**Addendum**” means each and every written document issued by the Contact Person for the purpose of amending or clarifying this RFQ.

“**Assignment**” means the provision of Owner’s Engineer services as described in this RFQ.

“**Authorized Signatory**” or “**Authorized Signatories**” of a Respondent means the person(s) or firm(s) having the authority to legally bind the Respondent.

“**BC Bid**” means the electronic tendering service maintained by the Province.

“**BC Bid Website**” means the website maintained by BC Bid at [www.bcbid.ca](http://www.bcbid.ca), or any replacement website.

“**Business Day**” means any day other than a Saturday, Sunday or any statutory holiday in British Columbia.

“**Chief Project Officer**” or “**CPO**” means the advisor retained to provide overall Project leadership on behalf of the District.

“**Claim(s)**” means any Claim(s), demand, liability, damage, loss, suit, action, or cause of action and all costs and expenses relating thereto.

“**Collings Johnston Inc.**” or “**CJI**” means the advisor retained to provide Chief Project Officer services on behalf of the District for the delivery of the Project.

“**Competitive Selection Process**” means the overall process for the selection of an entity to perform Owner’s Engineer services for the Project including, but not limited to, this RFQ.

“**Contact Person**” means the person designated by the District on this RFQ title page.

“**Contract**” means a written Contract executed by the Successful Proponent and by the District for the performance of Owner’s Engineer services.

“**Contractor(s)**” or “**Consultant(s)**” means an individual or entity who enters into a Contract with the District.

“**Design-Build Agreement(s)**” means the agreement(s) between the District and a private party under which the private party undertakes to design and construct the Project.

“**Design-Build Contractor**” means an individual or entity who enters into a Contract with the District to undertake the design and construction of the Project.

“**Disqualification**” or “**Disqualified**” or “**Disqualify**” means exclusion of a Response from a Respondent by the District from this RFQ.

“**District**” or “**DOK**” means the District of Kitimat implementing the Haisla Bridge Replacement Project.

“**Environmental Services**” means the services detailed in Section 2 of the RFP issued on February 5, 2020 on BC Bid (“Haisla Bridge Replacement Project – Request for Proposals – Environmental Services”).

“**Evaluation Criteria**” means the criteria defined in Appendix A used to evaluate the Responses.

“**Freedom of Information and Protection of Privacy Act**” or “**FOIPPA**” has the meaning set out in Section 4.15 of this RFQ.

“**Key Individual**” means of a Respondent Team means the specific individuals, exclusive to the Respondent, filling the following roles (or equivalent) in the Respondent’s Response. Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles. The following are Key Individuals:

- (1) Team Lead;
- (2) Coordinating Professional Engineer;
- (3) Structures Lead;
- (4) Streets Lead;
- (5) Civil and Utilities Lead;
- (6) Geotechnical Lead;
- (7) Construction Specialist; and
- (8) Quantity Surveyor / Estimator.

“**Owner’s Engineer**” means an independent third-party engineering consulting firm responsible for developing design and construction specifications and overseeing the Design-Build Contractor to ensure the District’s vision and approved design are implemented.

“**Owner’s Engineering Services**” means the services provided to the District by the Owner’s Engineer.

“**Project**” has the meaning set out in Section 1.2 of this RFQ.

“**Project Oversight Committee**” means the committee set up to provide advice and guidance to the District of Kitimat related to the design and construction of the new Haisla Bridge and the decommissioning of the Existing Bridge. Committee membership includes representatives from the District of Kitimat (Co-Chair), the Western Economic Diversification (Co-Chair), the Haisla Nation, Partnerships BC, and the Province of British Columbia/Ministry of Transportation and Infrastructure (observer).

“**Proponent**” means a party who is selected as a Qualified Respondent under this RFQ and submits a proposal to an RFP.

“**Qualified Respondent**” means a Respondent possessing the qualifications described in this RFQ.

“**Respondent**” means any individual or entity responding to this RFQ.

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

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

“**Response Declaration Form**” refers to the form in Appendix B – Response Declaration Form of this RFQ.

“**Request for Proposals**” or “**RFP**” means a Request for Proposals for provision of the services described in Section 2 that may be issued to all Qualified Respondents.

“**Request for Qualifications**” or “**RFQ**” means this Request for Qualifications, and includes any Addenda, issued by the District for this stage of the Competitive Selection Process.

“**Submission Location**” means the location, as described in this RFQ, to which Responses must be submitted before the Submission Time.

“**Submission Requirements**” means the requirements identified in Appendix A of this RFQ.

“**Submission Time**” means the time and date as described in this RFQ for the submission of Responses after which no further Responses will be accepted.

“**Western Economic Diversification Canada**” or “**WD**” means Western Economic Diversification Canada, the senior government sponsor funding the Haisla Bridge Replacement Project.

## 5.2 Interpretation

In this RFQ:

- (1) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the District, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, and unfettered discretion of the District;
- (2) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- (3) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
- (4) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (5) the word “including” when used in this RFQ is not to be read as limiting;

- (6) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority; and
- (7) 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.

## Appendix A: Submission Requirements and Evaluation Criteria

### Submission Requirements

Responses are to be submitted electronically in the form of a searchable, bookmarked PDF attachment to an email addressed to the Contact Person.

Each Response should:

- (1) include the name of the Respondent, a contact person, phone number, email address, and a return address;
- (2) be clearly identified as “Haisla Bridge Replacement Project – Request for Qualifications – Owner’s Engineer Services”;
- (3) be addressed to the Contact Person;
- (4) be written in English. Any portion of a Response not in English may not be evaluated;
- (5) include an executed Response Declaration form (Appendix B);
- (6) be written on 8.5” x 11” paper with normal (1”) margins on all four (4) sides, minimum of single space between lines, with single blank lines between paragraphs, and using Arial font 11 or larger;
- (7) not exceed the page limits defined in the Evaluation Criteria. Any pages submitted beyond the specified limits will be disregarded. Additional or unsolicited information provided in the Response will also be disregarded.

### Evaluation Criteria

Responses will be evaluated by representatives of, and advisors to, the District based on the best overall value including quality, service, experience and any other relevant criteria as determined by the District in its sole and absolute discretion as set out in this RFQ.

In evaluating the submissions, attention shall be paid specifically to the table below. The Respondent will be evaluated based on the content of their written submission to this RFQ. To provide guidance to Respondents, it is anticipated that the selection committee will use the following evaluation matrix; however, the District reserves the right to consider any other relevant criteria and to provide different weighting for all criteria it considers:

Section	Title	Content Requirements	Page Limit	Score
Title Page	Haisla Bridge Replacement Project – Request for Qualifications – Owner’s Engineer Services	Contact information for the Respondent’s Representative including name, employer, mailing/courier address, telephone number, and email address. The Respondent’s Representative will be the only person to receive communication from the Contact Person regarding this RFQ.	1	Pass/Fail
1	Transmittal Letter	Transmittal letter.	1	Pass/Fail
2	Response Declaration Form	Response Declaration Form (see Appendix B of this RFQ) signed by the Respondent.	2	Pass/Fail
3	Organizational Chart	An organizational chart showing the Key Individuals comprising the Respondent Team and lines of reporting responsibility.	1	Pass/Fail
4	Key Individuals	A table summarizing the Key Individuals with a written description of their role and responsibilities on the Project.	2	Pass/Fail
5	Team Lead	Identify three (3) Nominated Projects that are relevant to the Project that demonstrates the Team Lead’s experience and capability in delivering the OE Services. It is not necessary for each Nominated Project to address all areas listed in Section 2.1 of this RFQ.	6	25
6	OE Team	For each Key Individual, identify three (3) Nominated Projects that are relevant to the Project that demonstrates the Key Individual’s experience and capability in delivering the OE Services. It is not necessary for each Nominated Project to address all areas listed in Section 2.1 of this RFQ. Note any synergy of team members from previous DB projects.	20	75
Appendix A	Nominated Projects	Provide the following information:  (1) Name of the project including official project name and contract number (if applicable);	-	-

Request for Qualifications – Owner’s Engineer Services  
**Haisla Bridge Replacement Project**

Section	Title	Content Requirements	Page Limit	Score
		<ul style="list-style-type: none"> <li>(2) Location of the project including country, province/state and site or project extent;</li> <li>(3) Owner/organization name;</li> <li>(4) Project value and respondent’s contract value;</li> <li>(5) Current information for key client contacts, including name, title, role, telephone number, email addresses, and preferred language of correspondence. By providing this information you are authorizing the District or their designated representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ;</li> <li>(6) Time period of involvement/contract period including the contract commencement date, end of construction date, and contract end date;</li> <li>(7) Description of project including the scope, objectives, and complexity;</li> <li>(8) Relevance of the project top this project;</li> <li>(9) Current status of the project relative to key milestone events;</li> <li>(10) Procurement delivery model (e.g. public private partnership, design-build, design-build-finance, design-bid-build, construction management, or other (please specify));</li> <li>(11) Performance in meeting obligations related to the contract. Describe the level of achievement of performance specifications, including any cured or uncured contractual defaults;</li> <li>(12) Summary of key firms including role, duties, and responsibilities; and</li> <li>(13) Summary of key individuals including role, duties, and responsibilities.</li> </ul>		
Appendix B	Key Individuals’ Resumes	<p>Provide the following information for each Key Individual:</p> <ul style="list-style-type: none"> <li>(1) Professional qualifications and designations;</li> <li>(2) Summary of education;</li> <li>(3) Summary of years of experience and project experience, including previous roles and responsibilities;</li> </ul>	-	-

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Request for Qualifications – Owner’s Engineer Services  
**Haisla Bridge Replacement Project**

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Section	Title	Content Requirements	Page Limit	Score
		(4) Relevance of experience to this project; (5) Availability to participate in the Project given current and anticipated commitments to other projects.		
<b>Totals</b>			<b>34</b>	<b>100</b>

{00604104; 2}

## Appendix B: Response Declaration Form

- (1) This Response Declaration Form must be executed by the Respondent.
- (2) By executing this Response Declaration Form, the Respondent agrees to the provisions of this RFQ and this Response Declaration Form.
- (3) Capitalized terms are defined in the Definitions in this RFQ.

### RFQ Respondent’s Letterhead

To: [Insert Submission Location]

Attention: [Insert Contact Person Name]

The Respondent hereby agrees and acknowledges that:

#### (1) Response

- (a) this Response Declaration Form has been duly authorized and validly executed and is binding on the Respondent;
- (b) the Respondent is bound by all statements and representations in its Response;
- (c) its Response strictly conforms with this RFQ and that any failure to strictly conform with this RFQ may, in the discretion of the District, be cause for Disqualification;
- (d) its Response is in all respects a fair Response made without collusion or fraud; and,
- (e) the District reserves the right to verify information in the Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on any Respondent and by submitting a Response, the Respondent agrees that they consent to the conduct of all or any of those investigations by the District.

#### (2) Acknowledgements with Respect to this RFQ

- (a) the Respondent has received, read, examined, and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ Table of Contents, and any and all Addenda;
- (b) the Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, all documents listed in this RFQ Table of Contents, and any and all Addenda;

- (c) by submitting a Response, the Respondent waives any further right to amendment or clarification of any aspect of this RFQ;
- (d) the Respondent’s Representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ; and,
- (e) the Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of, the material in this RFQ and any and all conditions that may in any way affect its Response.

**RESPONDENT**

**RESPONDENT’S REPRESENTATIVE**

---

Name of Respondent

---

Name of Respondent’s Representative

---

Address

---

Email Address

---

Name of Authorized Signatory

---

Telephone

---

Title of Authorized Signatory

---

Signature

## Appendix C: Request for Information Form

**Respondent Team Name** [Insert Respondent Team Name]

**RFI No.** [Insert four-digit number]      **Date** [Insert Date]

**Commercial in Confidence**        Yes        No

**Source** [Respondent to provide the source (e.g. section within this RFQ) for the request]

**Request** [Respondent to insert Request for Information]

**Response** [District to insert Response to the Request for Information]

## Appendix D: Receipt Confirmation Form

(to be submitted by the Respondent’s Representative on receipt of this RFQ)

### **Haisla Bridge Replacement Project**

### **Request for Qualifications**

### **Owner’s Engineering Services**

To receive any further distributed information about this RFQ, please return this form as soon as possible electronically as an email attachment to the Contact Person.

**Attention:** [SAnderson@CollingsJohnston.com](mailto:SAnderson@CollingsJohnston.com)

### **RESPONDENT CONTACT INFORMATION**

Name of Respondent:

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Street Address:

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City:

---

Postal/Zip  
Code:

---

Province/State:

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Country:

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Mailing Address, if  
different:

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Telephone:

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Name of Respondent’s  
Representative:

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Email Address:

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