



Request for Proposals

George Massey Crossing Program

Communications and Engagement Services

Ministry of Transportation & Infrastructure RFP Number: GMC COM 2022 02 **Issue date:** 2 September 2021

Closing Time: Proposals must be received **before** 2:00 PM PST on: 14 Oct 2021

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in Section 2.2".

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as signature.

Email Submission: Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to GMCPproposalContact@gov.bc.ca in accordance with the instructions at Section 2.3 of this RFP.

Regardless of submission method, proposals must be received before Closing Time to be considered.

A proposal must incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

GOVERNMENT CONTACT: Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

Robyn Budd
GMCProposalContact@gov.bc.ca

When submitting an enquiry, the RFP number should always be in the subject line of the email.

The cut-off for submitting any questions related to this RFP to the Government Contact will be three (3) business days before the Closing Time. Questions received after this time may not be answered.

PROPONENTS' MEETING:

A Proponents' meeting **will not** be held.

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1 SUMMARY OF THE OPPORTUNITY

Through this selection process, the Ministry intends to enter into a consulting services contract for the provision of communications and engagement services on an 'as assigned' basis during the planning, procurement and construction phase of the George Massey Crossing Program (the Program).

A detailed description of the Program is available in Section 3, but please note that the successful proponent of this opportunity will provide communications and engagement services for the:

1. New eight-lane immersed tube tunnel (ITT) crossing of the Fraser River;
2. The removal of the existing George Massey Tunnel (Existing Tunnel); and
3. Replacement of the Steveston Highway Interchange (the Steveston Interchange Project (SIP)).

Construction of the Program is currently planned to be delivered utilizing two separate contracts:

- A design-build contract for SIP in advance of ITT; and
- A modified design-build-finance contract for ITT and removal of the Existing Tunnel.

The successful proponent will be part of the Province's Project Team, which is anticipated to be supported by the following contractors, which have either been procured, are under procurement or are yet to be procured:

- Communications and Engagement Services (this opportunity)
- Owner's engineer for highway and civil works;
- Owner's engineer for the ITT;
- Environmental services;
- Hydraulics consultant;
- Professional archeological services;
- Marine navigation advisor; and
- Marine construction advisor.

For clarity, participation in this RFP will not preclude participation in any of the above-mentioned procurements for the Project Team.

The Contractor will provide communication and engagement services on an 'as assigned' basis. Further details as to the scope of this opportunity and the requirements can be found in Sections 3, 4, 5 and 6 of this RFP.

Contract award for this opportunity is expected to be November 2021. A detailed anticipated schedule can be found in Table 1 in section 3.6 of the RFP.

Term: An initial term of six (6) years commencing from the date of award. At the discretion of the Ministry and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this agreement for two (2) additional three (3) year periods.

Tax Verification Letter: Unless an exception applies as described in Section 2.29 b), as a condition of Contract finalization the successful Proponent will be required to provide the Province with a Tax Verification Letter. Please see Section 2.29 for further details. As set out in Section 2.29, the Province will be unable to finalize a Contract with a Proponent that is unable to produce a Tax Verification Letter as a part of Contract finalization, if required.

2 RFP PROCESS RULES

2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

“Addenda” means all additional information regarding this RFP including amendments to the RFP;

“BC Bid” means the BC Bid website located at www.bcbid.ca;

“Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

“Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;

“Contract” means the written agreement resulting from the RFP executed by the Province and the successful Proponent;

“Contractor” means the successful Proponent to the RFP who enters into a Contract with the Province;

“Contract Manager” means the individual managing the Contract on behalf of the Province;

“Existing Tunnel” means the existing George Massey Tunnel;

“George Massey Tunnel Replacement Project” refers to the previous iteration of the Program, which received an Environmental Assessment Certificate;

“Government Contact” means the individual named as the contact person for the Province in the RFP;

“Government Electronic Mail System” or **“GEMS”** means the electronic mail system of the Province;

“Indigenous Groups” means at a minimum the Cowichan Tribes, Halalt First Nation, Katzie First Nation, Kwantlen First Nation, Lake Cowichan First Nation, Lyackson First Nation, Musqueam Indian Band, Penelakut Tribe, Semiahmoo First Nation, Stz-uminus First Nation, Tsawwassen First Nation, and Tsleil-Waututh First Nation;

“ITT” means the immersed tube tunnel ;

“Key Individuals” means the roles specified in the RFP including the Strategic Advisor and Communications and Engagement Lead;

“Ministry” means the ministry of the government of British Columbia issuing this RFP;

“must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;

“Program” means the George Massey Crossing Program, consisting of the ITT, demolition of the Existing Tunnel, Steveston Interchange Project, and the Transit and Cycling Improvements.

“Project Co.” means the entity or entities that enter into an agreement with the Province for the design and construction of the Program;

“Project Team” means the Province’s team responsible for delivery and oversight of the Program, consisting of TI Corp staff, Ministry staff, and supporting contractors;

“Proponent” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“proposal” means a written response to the RFP that is submitted by a Proponent;

“Province” means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry;

“Request for Proposals” or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Ministry by Addenda;

“should”, “may” or **“weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals;

“Steveston Interchange Project” or **“SIP”** means the replacement of the existing two-lane overpass structure at Steveston Highway and Highway 99 to accommodate multi-use paths, two eastbound travel lanes and three-lane westbound travel lanes, as well as improved connections to and from the overpass for pedestrians, cyclists and vehicles;

“Task Assignment Letter” means a written request by the Province and agreed to by the Contractor identifying the works and services to be performed, and setting out the value of assigned works and services;

“Tax Verification Letter” means a letter issued by the Province’s Ministry of Finance to verify that a Proponent meets its applicable B.C. corporate income

tax filing obligations and provincial sales tax (PST) filing and payment obligations, which may be required to be produced by a Proponent as a condition of Contract finalization, as described in Section 2.29;

“**TI Corp**” means Transportation Investment Corporation; and

“**Transit and Cycling Improvements**” means the Bridgeport Road bus connection; Highway 99 and 17A off-ramp widening; and bus-on-shoulder transit lanes on Highway 99 collectively, which are being delivered by the Ministry.

2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound. For proposals submitted via BC Bid attachment of the e-bidding key to an electronic proposal constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Province receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
 - (i) The Proponent is solely responsible for ensuring that the complete electronic proposal, including all attachments, is received before Closing Time;
 - (ii) The maximum size of each attachment must be 20 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);

- (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);

- (iv) For email proposal submissions sent through multiple emails the Province reserves the right to seek clarification or reject the proposal if the Province is unable to determine what documents constitute the complete proposal;

- (v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Province may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

- c) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- e) The Province strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and

transmission of the complete proposal and any attachments before Closing Time.

- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
- g) While the Province may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Government Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Government Contact immediately to arrange for an alternative submission method if:
 - (i) the Proponent's email proposal submission is rejected by the Government Electronic Mail System; or
 - (ii) the Proponent does not receive an automated response email from the Province confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the Province's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Province before the Closing Time. The Province makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

2.4 Additional Information

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

2.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the Province at the Closing Location will prevail whether accurate or not.

2.6 Proposal Validity

Proposals will be open for acceptance for at least 120 days after the Closing Time.

2.7 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

2.8 Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

2.9 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the Province for purposes of clarification.

2.10 Conflict of Interest/No Lobbying

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of

interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Province, including members of the evaluation committee and any elected officials of the Province, or with the media, may result in disqualification of the Proponent.

2.11 Subcontractors

- a) Unless the RFP states otherwise, the Province will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Province will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

Where applicable, the names of approved subcontractors listed in the proposal will be included

in the Contract. No additional subcontractors will be added, nor other changes made to this list in the Contract without the written consent of the Province.

2.12 Evaluation

- a) Proposals will be assessed in accordance with the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent. The Province is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

2.13 Contract

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of the Province, if applicable
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

2.14 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the Province within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

2.15 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Province.

2.16 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the Province, if any. The Province will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

2.17 Limitation of Damages

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

2.18 Liability for Errors

While the Province has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

2.19 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Province in any way to award a Contract.

2.20 No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

2.21 Legal Entities

The Province reserves the right in its sole discretion to:

- a) disqualify a proposal if the Province is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the Province that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the Province that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the Province's satisfaction.

2.22 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the Province reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the Province, or any material error, omission or misrepresentation in the proposal;

- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

2.23 Ownership of Proposals

All proposals and other records submitted to the Province in relation to the RFP become the property of the Province and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

2.24 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

2.25 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the Province in order to obtain access to confidential materials relevant to preparing a proposal.

2.26 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

2.27 Collection and Use of Personal Information

Proponents 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 the RFP requires Proponents to provide the Province with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents should specify that the personal information may be forwarded to the Province for the purposes of responding to the RFP and used by the Province for the purposes set out in the RFP. The Province may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Province.

2.28 Trade Agreements

This RFP is covered by the following trade agreements:

- a) Trade, Investment and Labour Mobility Agreement;
- b) New West Partnership Trade Agreement;
- c) Canadian Free Trade Agreement;
- d) Canada-European Union Comprehensive Economic and Trade Agreement;
- e) World Trade Organization Agreement on Government Procurement; and
- f) Comprehensive and Progressive Agreement for Trans-Pacific Partnership

For more information, Proponents may contact the Government Contact.

2.29 Tax Verification Letter

- a) As a condition of Contract finalization as described in Section 2.14, the successful Proponent (or any successor to that Proponent) will be required to provide the Ministry with a valid Tax Verification Letter, unless an exception applies as described below. If a Proponent is not able to produce the required Tax Verification Letter during Contract finalization, then the Province will be entitled to terminate discussions with that Proponent and proceed as described in Section 2.14.
- b) A Tax Verification Letter will not be required if:
 - (i) the Contract is valued at *less than* CAN\$100,000, including all fees, expenses and all options to extend or renew the Contract; or
 - (ii) the Contract is in relation to a government transfer as described in Chapter 21 of the Province's Core Policy and Procedures Manual.
 - (iii) If a Tax Verification Letter is required, the Contract will contain, in addition to all other applicable schedules, a schedule that describes the Tax Verification Letter requirements of the Contract.

3 SITUATION/OVERVIEW

3.1 Ministry Responsibility

The Ministry of Transportation and Infrastructure (the Ministry) plans transportation networks, provides transportation services and infrastructure, develops and implements transportation policies, and administers many related acts and regulations as well as federal-provincial funding programs.

Transportation Investment Corporation (TI Corp) will be the delivery agent for ITT, the removal of the Existing Tunnel and SIP, as well, TI Corp will provide direction to the Contractor through the Contract Manager. TI Corp, a crown corporation, delivers major infrastructure projects on behalf of the Ministry.

3.2 Background

The George Massey Crossing Program (the Program) consists of the following projects:

- Construction of a new eight-lane ITT and removal of the Existing Tunnel; and
- The following corridor improvement projects completed in advance of the new ITT:
 - **Improvement 1** – Bridgeport Road Bus Connection: Redirection of the southbound bus services from Sea Island Way to Bridgeport Road, and provision of a transit-only connection southbound to the on-ramp to Highway 99;
 - **Improvement 2** – Highway 99 and 17A Off-Ramp Widening: Extension and widening of the northbound Highway 99 off-ramp approach to the Highway 17A intersection;
 - **Improvement 3** – Bus-on-shoulder transit lanes on Highway 99: Extension of bus-on-shoulder facilities south of Highway 17A in both the northbound and southbound directions; and
 - **Improvement 4** – Steveston Interchange Project (SIP): Replacement of the existing two-lane overpass structure at Steveston Highway and Highway 99.

Collectively, Improvements 1 to 3 are referred to as the Transit and Cycling Improvements and will be delivered by the Ministry. Communication and engagement services related to Improvements 1 to 3 will be the responsibility of the Ministry. The new ITT, removal of the Existing Tunnel, and Improvement 4 (SIP), will be delivered by TI Corp. Communication and engagement services related to the new ITT, removal of the Existing Tunnel and Improvement 4 (SIP) will be the responsibility of TI Corp.

The scope of the ITT and removal of the Existing Tunnel includes the following key elements:

- Construction of an eight-lane ITT with two four-lane roadway tubes, and a third tube for a bi-directional multi-use path;
- Construction of a casting basin to support fabrication of the new reinforced concrete tunnel elements;
- Construction of a new eight-lane bridge over Deas Slough and removal of the existing bridge;
- Construction of additional multi-use paths for connection of the ITT to existing active transportation routes;
- Decommissioning of the Existing Tunnel through full removal of its elements, and backfilling of the approaches following opening of the new ITT; and
- Decommissioning of the casting basin.

The scope of SIP includes the following key elements:

- Replacement of the existing two-lane overpass structure at Steveston Highway and Highway 99 to accommodate multi-use paths, two eastbound travel lanes and three-lane westbound travel lanes, as well as improved connections to and from the overpass for pedestrians, cyclists and vehicles.

More information about these projects are available on the George Massey Crossing Program website:

<https://engage.gov.bc.ca/masseytunnel/>. As part of the Program, an Environmental Assessment will also be completed. For more information on the Environmental Assessment process please see:

<https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/environmental-assessments/guidance-documents>

Lucent Quay Consulting Inc. has been providing communications advisory services relating to the George Massey Crossing Program in an Owner's communications advisory capacity since January 2019. During this period, Lucent Quay Consulting Inc. worked with the Ministry and TI Corp to assist with the development of the business case, public engagement and presentations to stakeholders. The current contract will expire in January 2022. Lucent Quay Consulting Inc. will be eligible to respond to this Request for Proposals.

3.3 Highway 99 Corridor

The Existing Tunnel on Highway 99 crosses the Fraser River and connects the municipalities of Richmond and Delta. The study area generally comprises the Highway 99 corridor from Westminster Highway Interchange to the Highway 17A Interchange. The alignment is considered a rural expressway with agricultural lands, businesses and some residential developments located directly adjacent to the highway on either side. Refer to Figure 1 for a general overview of the Highway 99 corridor.

Figure 1: Highway 99 Corridor



3.4 Indigenous Groups, Regulatory Agencies and Stakeholders

The Program anticipates continued engagement with, but not limited to, the following:

- Indigenous Groups;
- Local residents and businesses;
- Equity-deserving communities;
- Community associations;
- Special interest groups and industry associations;
- Provincial and federal regulatory bodies and agencies;
- Municipalities;
- Metro Vancouver;
- Vancouver Fraser Port Authority;
- South Coast British Columbia Transportation Authority (TransLink) and its subsidiaries);
- Marine stakeholders;
- Railway companies; and
- Utility providers.

3.5 Scope

The Contractor will provide communications and engagement services to support the planning, design, and construction of the ITT, removal of the Existing Tunnel, and SIP. This will include broad communication and engagement activities working with the Project Team, regulatory agencies, and stakeholders (refer to Section 3.4). Specific scopes of work will be assigned and initiated by Task Assignment Letter(s) issued by the Contract Manager per Section 4.2.2.

Services are anticipated to include, but not be limited to:

Communications and Stakeholder Engagement

- Develop communications materials as required including letters, information bulletins, presentations, questions and answers, and other correspondence;
- Develop engagement materials as required including fact sheets, infographics, display boards, engagement topic questions and other supporting materials;
- Prepare and provide messaging on construction impacts, timing/staging and methods;
- Distribute notification materials when necessary;
- Support the Project Team with website updates;
- Support development of media content;
- Ensure project spokespersons are well-prepared;
- Attend stakeholder engagement and public consultation sessions where required;
- Develop project or Program related materials as required;
- Interface one-on-one with public and stakeholders when required to provide information and understand any concerns; and
- Provide day-to-day support to Project Team members, TI Corp, and Ministry personnel.

Issues and Crisis Management

- Assist in the development of a proactive media strategy;
- Provide support to the Project Team with identification and management of issues that arise or are anticipated;
- Assist with issues and crisis management and media relations by coordinating with the Project Team, and the relevant parties (refer to Section 3.4);
- Support development of media releases and/or briefings with journalists as required;
- Provide media training for the Project team as required; and
- Provide strategic communications support as required.

Strategic Advice

- Provide strategic advice on key issues and communications and engagement related activities and plans.

General Activities

- Work with the Project Team to plan and implement stakeholder events, such as open houses and working group/committee meetings, which includes:
 - Facilitation of question and answer sessions to prepare the Project Team;
 - Record and distribute minutes;
 - Develop ‘what we learned reports’ that highlight distinct sub-population feedback from within the project area;
 - Follow-up to the relevant items in order to achieve the events’ objectives; and
 - Manage logistics as assigned, including:
 - Venue rental;
 - Catering;
 - Project printing; and
 - Audio/visual support.
- Attend project meetings as required, and submit progress/schedule reports when requested by the Contract Manager;
- Review and comment on the relevant submittals from Project Co and support the Program oversight of Project Co’s compliance with the project agreement and other relevant regulatory requirements;
- Provide as-and-when-needed training to the Project Team to build communications and engagement management capacity; and
- Work in a strictly confidential environment and, when necessary, take necessary actions to maintain the confidentiality of its work relating to this assignment.

The Contractor is expected to provide all necessary equipment, materials and office space required to complete the services.

3.5.1 OUT OF SCOPE

For clarity, the following activities and deliverables are not included in the scope of work:

- Consultation with Indigenous Groups.

3.6 Schedule

A summary of the anticipated Program schedule is provided in Table 1 below.

Table 1 – Anticipated Program Schedule

Key Activities	Target Date
Contract Award – RFP Communications and Engagement Services	Nov 2021

Pre-engagement in support of ITT Environmental Assessment process	Late 2021 to early 2022
SIP procurement contract award	2022
ITT Environmental Assessment – Early Engagement	Early 2022
ITT Environmental Assessment – Process Planning, and Application Development and Review	2022 to 2024
Release request for qualifications – ITT	Early 2023
ITT Environmental Assessment – Recommendations	Late 2024
ITT permitting	2024 to 2025
SIP design	2022 to 2023
SIP construction	2022 to 2025
Design and construction – ITT	2024 to 2030
SIP in service	2025
ITT in-service	2030
Complete removal of Existing Tunnel	2030 to 2032

3.7 Term of the Contract

The term of the Contract is for six (6) years commencing from the commencement date of the contract. At the discretion of the Ministry and subject to available appropriation and satisfactory performance, there is an option-to-renew the term of this agreement for two (2) additional three (3) year periods for a total of up to twelve (12) years.

3.8 Work by Others

From time to time and at any time throughout the term of the Contract, the Contract Manager (or their designate) may determine that the responsibility for any tasks necessary to the Project, including tasks anticipated by this RFP as being performed by the Contractor are to be performed:

- exclusively by the Contractor;
- jointly by the Contractor and another member of the Project Team, whether a Ministry employee or a third party; or
- exclusively by a Ministry employee or a third party.

4 CONTRACT

4.1 Form of Contract

The Contract shall be on the terms and conditions contained in the Ministry's consulting services contract (H0461) which is attached to this RFP. Proponents should review carefully the terms and conditions set out in Appendix A, including the Schedules.

The Contract shall be prepared by the Ministry and shall also include:

- Parts of this RFP, including but not limited to Section 2 – RFP Process Rules (Definitions), Section 3 – Situation/Overview and Section 4 – Contract, as deemed appropriate by the Ministry; and
- Parts of the Proponent's proposal, including any clarifications, rectifications as deemed appropriate by the Ministry.

Where any part of the Proponent's proposal, whether incorporated into the Contract or not, contradicts or conflicts with any other part(s) of the Contract, the other part(s) of the Contract shall prevail.

4.2 Service Requirements

4.2.1 KEY INDIVIDUALS

The Contractor shall provide the following key individuals to perform the following roles, as required for efficient delivery of the Services:

- Strategic Advisor: the Key Individual that is responsible for oversight of the communications and engagement activities, leading strategy development and senior Project Team support, and is accountable for quality management of the communication and engagement services; and
- Communications and Engagement Lead: the Key Individual that is responsible for: (i) representing the Contractor in engagement with the Contract Manager, (ii) overseeing and directing all aspects of the communications and engagement services provided, and (iii) ensuring services are delivered in accordance with the Contract.

Only one individual may be named to any one Key Individual role. An individual may not undertake more than one Key Individual role (i.e., cannot be named as Strategic Advisor and Communications and Engagement Lead).

The successful Proponent shall not change any of the named Key Individual in the proposal unless the Contract Manager or their designate is satisfied, acting reasonably, that the proposed replacement person is equally or better qualified than the person being replaced to perform the assigned duties. The Contractor shall make no changes without written approval of the Ministry.

4.2.2 TASK ASSIGNMENT LETTERS

The Contractor will deliver the Services on an 'as assigned' basis, as directed by the Contract Manager through Task Assignment Letter(s) ("TAL"). For clarity, multiple TALs can be issued consecutively or cumulatively. The Contractor shall respond to a request for Services within two working days.

The Contractor may be invited to collaborate with the Contract Manager to discuss and refine objectives, scope, schedule, deliverables and other related aspects of the requested tasks to ensure mutual clarity. The Contractor shall prepare a fee proposal (based on the Contract's payment schedule) and work plan to deliver upon the TAL.

Each TAL will include (as applicable):

- Detailed scope of work;
- Deliverables;
- Proposed schedule including anticipated deliverable dates and assumptions;
- Detailed budget breakdown showing the key tasks, proposed resources, and the number of hours for each resource to complete each task; and
- Resumes for any new resources proposed for pre-approval by the Contract Manager.

Services outlined in a TAL may not begin until an executed TAL is in place.

4.2.3 CONTRACT KICK-OFF MEETING

Within seven (7) days of Contract execution, the Contractor's Key Individuals shall attend a contract initiation meeting with the Contract Manager to discuss project status, objectives, scope, schedule, deliverables and other issues. Within ten (10) days of the contract kick-off meeting, the Contractor shall provide a draft communications and engagement management plan with the following content:

- Project description: a summary of the projects and an overview of the anticipated services;
- Objectives: objectives and performance measures for the services;
- Roles and responsibilities: an organizational chart for the Contractor's key resources and a responsibility assignment matrix;
- Document control: identification of anticipated content to be controlled, and procedures for the Contractor to integrate their document control program with the Province's;
- Quality management: the Contractor's tools, processes and procedures for quality management of the services;
- Milestones and key deliverables: a table of the anticipated schedule for milestones and deliverables associated with the services; and
- Project controls: the Contractor's tools, processes and procedures for monitoring and controlling the scope, schedule and budget of the services.

In addition to the draft management plan, the Contractor shall provide an initial work plan and schedule of the services. This work plan and schedule will be maintained and progressively developed by the Contractor and Contract Manager as the work proceeds. A TAL for initial planning and project management, including the contract kick-off meeting, will be prepared by the Ministry following Contract execution.

4.3 Location and Facilities

If requested by the Ministry, the Contractor may be required to travel to and attend project functions at the Ministry's project offices located in Metro Vancouver. In addition, the Contractor may be required to travel to local offices in Metro Vancouver, work on the project site, or attend meetings throughout the Province. For any pre-approved project functions outside of Metro Vancouver, travel time and disbursements for requested individuals from the Contractor shall be made in accordance with Schedule of Reimbursable Travel Expenses (Group I).

4.4 Quarterly Review

On a quarterly basis, the Contract Manager will discuss with the Contractor:

- Performance of the Contractor during the past three-month period. The Contractor and the Contract Manager will each make recommendations with respect to the delivery of the services with the intent of making the delivery more efficient and effective; and
- Adjustments in scope of services required for the next three months.
- On a quarterly basis, the Contractor will develop and present to the Contract Manager a work plan for the coming three months, outlining the following:
- Anticipated milestones relevant to the services;
 - Planned work streams and the individual responsible, and anticipated activities within each work stream and corresponding level of effort; and
 - Deliverables, if applicable, and targeted timing of delivery.

The Contractor will present the three (3)-month work plan to the Contract Manager for review, discussion, potential revision, and approval by the Ministry. The Ministry reserves the right to make any changes to the amount of services provided by the Contractor.

On a quarterly basis, the Contractor will report out on the workplan for the prior quarter, as follows:

- Status updates on:
 - Milestones relevant to the services;
 - Work streams and the activities undertaken within each;
 - Deliverables, if applicable, with the percentage complete;
 - Schedule; and
 - Budget reporting and forecasting.

4.5 Performance and Payment Provisions

Invoices shall be submitted to the Ministry, monthly, in arrears, no later than the second (2nd) business day of the month, for the satisfactory services provided. Invoices should contain at the minimum the following information:

- contractor's name and address;
- contract number;
- invoice date and time period services were performed in;
- in a format acceptable to the Ministry and to include:
 - budget
 - total costs previously invoiced
 - current Invoice
 - cumulative Invoice total
 - remainder to Invoice
 - percent invoiced to date
 - percent of work complete
 - estimate to complete and variance against budget

- supporting detail:
 - description of work completed for the month, noting significant deliverables achieved and/or planned, but not achieved
 - summary of the key activities and deliverables for the next three months
 - the actual start or finish date for activities started or completed in the month, respectively
 - explanation of variances and recovery plan
 - the rate of pay (by the hour, day, etc.)
 - the dates and hours being charged
 - copies of any approved direct projects costs and disbursements including sub-contractors
 - total maximum amount payable in contract, total costs invoiced, & balance of contract remaining broken down by the cost categories.

On or before five (5) business days before end of the month, the Contractor shall provide to the Ministry an accrual of expenditures for the month in a format acceptable to the Ministry, broken down by discipline and phase.

The following payment provisions will apply:

- The Contractor will be paid based on the all-inclusive hourly rates including all fees and disbursements (business and administration overhead, profit, payroll, travel and related expenses, and routine out-of-pocket costs).
- Only approved resources are permitted to bill to the project. All staff named in the successful Proponent's proposal will be considered approved.
- No disbursement, out of province travel, or expenses for travel will be reimbursed unless pre-approved by the Executive Project Director or their designate. Approved travel expenses will be reimbursed at current government rates as described in the H0461c Schedule of Reimbursable Travel Expenses (Group I) in Appendix A.
- Any approved direct project costs and disbursements including sub-consultants will be paid at cost with receipts (no mark-up).

Hourly rates are to be fixed for the initial term of the Contract (refer to Section 3.6).

At the discretion of the Province and subject to exercising the option to renew, subsequent annual increases to the hourly rates shall not exceed the average Consumer Price Index (CPI) in Vancouver, BC, up to a maximum of 2%. Statistics Canada provides this data on a monthly basis, as the percent increase/decrease of the average change of the past twelve months over the average change of the twelve months prior to that.

4.6 Restrictive Participation

Signing of the Contract may restrict the successful Proponent's future involvement with teams competing in any selection process for some or all of the work related to the Program and other Ministry major projects and alternative procurements.

Please note that a team bidding for design-build delivery of a component of the Program may be disqualified from participating in the competitive selection process and other Ministry major projects and alternative procurements if the successful Proponent(s) 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.

Prior to submitting a proposal, all Proponents should review the Relationship Review Process Description and Protocol for Consultants on Major Projects and Alternative Procurements. The Relationship Review Process Description and the Consultant Protocol are available in the documents section of the George Massey Crossing website: <https://engage.gov.bc.ca/masseytunnel/document-library/>

5 PROPOSAL REQUIREMENTS

For a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Province’s expectations.

Throughout their response, Proponents should demonstrate that they can provide value to the Ministry through their service offering in a professional, timely, reliable, confidential and cost-effective manner.

Please address each of the following items in your proposal in the order presented.

5.1 Capabilities

5.1.1 PROPONENT’S ORGANIZATION

In this section of the proposal, the Proponent should demonstrate the ability of the Proponent’s organization to:

1. Develop and manage an engagement and communications program for large (>\$50 million), urban infrastructure projects, which involve a diverse range of stakeholders over a multi-year period, with preference for services delivered on projects requiring an Environmental Assessment and projects delivered through design-build models.
2. Develop and implement issues and crisis management strategies related to public and stakeholder communications on public transportation projects with issues and challenges that are relevant to those anticipated on the Program.
3. Prepare and deliver a variety of communications and engagement materials, including briefing notes, progress and summary reports, translations, display boards, infographics, web-based communications and notifications, social media, print, radio and video production.
4. Communicate and engage with a diverse range of communities, including equity-deserving and non-dominant language communities.

Response Guidelines for Proponent’s Organization

In this section of their proposal, Proponents should provide the following:

- **Corporate Identity and Contact Person:** The Proponent’s full legal name, business address, and business entity type, such as corporation, partnership or joint venture. In addition, include the following:
 - Identify any subcontractors required to provide the services, including a description of the contractual/legal relationships among the Proponent’s organization and any named subcontractors; and
 - Name of a contact person for the Proponent, including this person’s address, phone number, and email address. This information will not be evaluated but will be used to contact the Proponent as required.
- **Corporate Profile:** A profile of the Proponent’s operations and service areas, with a focus on provision of communications and engagement services. The corporate profile should be limited to two (2) pages.

- **Corporate Organizational Structure:** A summary of the Proponent’s organizational structure, including an organizational chart to show how the Proponent and any named subcontractors relate/report to each other.
- **Demonstrated Corporate Project Experience:** A summary of three (3) relevant communication and engagement projects led by the Proponent, in which the Proponent demonstrates the required organizational abilities. Please note that experience on projects led by subcontractors not named in this proposal will not be considered. Preference will be given for communication and engagement services on projects:
 - Involving large (>\$50M) urban transportation infrastructure with multiple stakeholders;
 - Where distinct efforts have been undertaken to reach equity-deserving communities; and
 - Performed within the past seven (7) years.

Note: past experience working on previous iterations of the George Massey Tunnel Replacement Project will neither disqualify nor advantage any Proponent.

For demonstrated corporate project experience, provide the following information for each project experience:

- Project name, project owner, project phase and timing for each phase;
- Description of the project (type of project, size (capital cost), scope, delivery model);
- The role of the Proponent, including a description of key activities undertaken with respect to the project and demonstration of how these activities are relevant to the Services;
- The time period the Proponent was engaged on the project, and the estimated time (in hours) spent in performing the key activities associated with the role(s)
- Relevance of the communication and engagement activities to the Program;
- Lessons learned, or insights gained; and
- The name, email address and telephone number of a client contact that can confirm the information provided.

Each corporate project experience summary should not exceed two (2) pages per project.

- **Inclusion and Diversity Commitments:** the Ministry is committed to promoting inclusion and diversity (GBA+) in its policies and programs to serve diverse local populations, describe what policies and/or commitments the Proponent has in place to champion inclusion and diversity. This section should be limited to two (2) pages.

5.1.2 PROPONENT’S KEY INDIVIDUALS

In the following section of the proposal, the Proponent should demonstrate the relevant knowledge, skills, abilities, qualifications and experience of the Proponent’s nominated individuals for Key Individuals. The experience of the individuals proposed for the team will be evaluated for this section, regardless of where that experience was earned (i.e., while working for the Proponent, a proposed subcontractor or another organization, or for themselves).

The Proponent shall present one to two individual(s) for each of the following Key Individual roles, who will have the following experience in the delivery and management of large, complex infrastructure projects:

1. **Strategic Advisor** - should have a minimum of twelve (12) years’ experience in the delivery and management of communications and engagement services, and should demonstrate excellence in:

- Providing strategic advice relating to communications and engagement activities for infrastructure projects which involved cross-functional teams comprised of participants with divergent interests;
- Establishing collaborative relationships with senior leaders;
- Providing support in the coordination of opportunities for engagement and communications with other levels of government, member jurisdictions and the private sector; and
- Managing the delivery of executive-level communications and engagement materials for the purpose of decision making; produced on time and within budget.

2. **Communications and Engagement Lead** - should have a minimum of eight (8) years' relevant experience, and should demonstrate excellence in:

- Providing leadership for the execution of public and stakeholder meetings and other outreach opportunities based on the Program needs;
- Providing project management of opportunities for engagement and communications with other levels of government, member jurisdictions and the private sector; and
- Developing executive-level communications and engagement materials for the purpose of decision making.

Response Guidelines for Key Individuals

The Proponent shall nominate one individual for each Key Individuals role. An individual may not undertake more than one Key Individual role. The Ministry will not evaluate multiple individuals for a Key Individual, or a nominated individual for more than one Key Individual.

Proponents should provide the following information to demonstrate the experience and capability to meet the requirements:

- **Summary of Key Individuals:** Provide a one (1) page summary of the key qualifications and capabilities of the two (2) nominated Key Individuals.
- **Resume:** For each of the two (2) nominated Key Individuals, provide a resume with the following information:
 - Full name, title/position in their organization, name of the organization, primary location, and corporate affiliations, if any;
 - Education, training and professional designations;
 - Summary of professional skills, abilities and work experience relevant to the role; and
 - Complete chronology of employment history.

Each resume should be limited to three (3) pages. Preference will be given for individual(s) who have completed Foundation in Public Participation training by the International Association for Public Participation.

- **Demonstrated Project Experience**

- For each of the two (2) nominated Key Individuals, provide a summary of the nominated individual's direct role and experience on two (2) communication and engagement services projects of relevant scope and complexity. Preference will be given for communication and engagement services on projects:
 - Involving large (>\$50M) urban transportation infrastructure with multiple stakeholders;
 - Where distinct efforts have been undertaken to reach diverse sub-populations, including equity-deserving communities; and
 - Performed within the past seven (7) years.

For demonstrated project experience, provide the following information:

- Project name, project owner, project phase and timing for each phase;
- Description of the project (type of project, size (capital cost), scope, delivery model);
- Stakeholders of the project;
- The role of the nominated individual, including a description of key activities undertaken with respect to the project and demonstration of how these activities are relevant to the scope (Section 3.4);
- The time period the nominated individual was engaged on the project, and the estimated time (in hours) spent in performing the key activities associated with the role(s)
- Relevance of the communications and engagement services contract to the Project;
- Lessons learned, or insights gained; and
- The name, email address and telephone number of a client contact that can confirm the information provided.

The Proponent may use the same project(s) used in Section 5.1.1 for one or more of its Key Individuals project summaries. Each project summary should be limited to two (2) pages per project.

- **Commitments and Availability:** provide a summary of:
 - How the nominated individuals have worked together in the same or similar roles on previous projects, including the name and scope of such projects; and
 - The current commitments for each nominated individual and how the Proponent proposes to provide service continuity and meet the service requirements under the Contract.

5.1.3 PROPONENT'S SUPPORTING RESOURCES

In this section of the proposal, the Proponent should demonstrate the breadth, depth, capacity and capability of its resources to deliver the anticipated communications and engagement services in a cost effective and efficient manner. For each named discipline below, the Proponent should provide:

1. A summary of the Proponent's direct experience in delivering services associated with the discipline;
2. The number and experience-level (i.e. <5 years, 5 to 15 years, or >15 years of relevant experience) of full-time resources the Proponent has available to perform the required services, or a summary of other means to provide the required services on an 'as needed' basis, noting where the same resource(s) may have been counted in more than one discipline; and

3. For the Graphic Design discipline, two relevant examples of recent graphic design portfolios led by the Proponent within the past seven (7) years.

Disciplines:

- Communications;
- Engagement;
- Graphic Design; and
- Animations.

Response Guidelines for Supporting Resources

- The Proponent's Supporting Resource section should be limited to four (4) pages.
- Resumes are not requested for supporting resources and will not be reviewed.
- Commitments and Availability section should be limited to two (2) pages.

5.1.4 REFERENCES

In this section of the proposal, Proponents should provide two (2) references for each of the following:

- the Proponent organization;
- each named subcontractor (as applicable);
- the Strategic Advisor; and
- the Communications and Engagement Lead.

References (i.e. names and contact information) shall be individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Province may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The Province reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Province or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the Province's reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the Province in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

5.2 Approach

In the following sections of the proposal, the Proponent should explain how the cited skills, qualifications and experience of the Proponent are particularly suitable to provide the anticipated scope of work described in this RFP. The Proponent should have a proven methodology and/or approach for the requested services and means of ensuring the services and outcomes are achieved. The Proponent should limit their Approach summary to the initial six (6) years of the Program schedule.

5.2.1 UNDERSTANDING OF THE ASSIGNMENT

In this section of the proposal, the Proponent should:

1. Demonstrate an understanding of the anticipated issues and key considerations for both SIP and ITT that are likely to influence the Program which include, but are not limited to:
 - The anticipated public, industry and local government interests related to the Program; and
 - Potential incidents that may arise for the Program during the environmental assessment, procurement and construction phases, that are relevant from a communications and engagement perspective.
2. Demonstrate how and why the skills, resources, and experience of the Proponent's organization, Key Individuals and supporting resources are particularly suited to address the issues and considerations that have been identified.

Response Guidelines for Understanding of Assignment

- The Understanding of Assignment and Issues section should not exceed five (5) pages.
- This section should recognize the current status of the Program from a communications and engagement perspective.

5.2.2 METHODOLOGY

In this section of the proposal, the Proponent should:

1. Detail a phased approach for communications and engagement services to support activities within the first four (4) years of the project schedule (2021 to 2025). Proponents should outline their approach to the Program, with particular emphasis on ITT and SIP. Proponents should also highlight their distinct approaches for the environmental assessment, procurement and construction phases of the project (as described in Section 3.6). Please note how the proposed approach aligns with the requirements of the *Environment Assessment Process (2018)*;
2. Describe the potential communications and engagement tactics, tools or processes to effectively execute each proposed phase of service. Proponents should note specific approaches for SIP and ITT, as well as consider for the various stakeholders (as described in Section 3.4) and demographics of the project area (see Figure 1);
3. Explain how the Proponent's methodology benefits from lessons learned on previous projects, best practices and professional designation or certification of Key Individual(s); and
4. Detail the proposed approach to monitor and manage quality of deliverables.

Response Guidelines for Methodology

- The Methodology section should not exceed fifteen (15) pages.

5.3 Price Submission

Prices quoted will be deemed to be:

- in Canadian dollars;
- inclusive of duty, Free On Board (FOB) destination, shipping, handling and delivery charges where applicable; and
- exclusive of any applicable taxes.

Proponents should quote an all-inclusive hourly rate for all personnel named in the proposal, including all

fees and disbursements (business and administration overhead, profit, payroll, and routine out-of-pocket costs). Hourly rates are to be fixed for the initial six (6) year term. Approved travel expenses will be reimbursed at current government rates as described in the H0461c Schedule of Reimbursable Travel Expenses (Group I) in Appendix A.

The estimated level of effort is 12,000 person hours for Key Individuals and 26,000 hours for the supporting resources over the potential twelve (12) year period of works. Proponents are advised that the Ministry does not guarantee a minimum number of hours. Only the agreed upon rates will be paid. The estimated hours are strictly for the purposes of determining value for money during the proposal evaluation and may not reflect the Ministry's estimate of the probable number of hours to be worked during the contract term.

5.3.1 RESPONSE GUIDELINES FOR PRICE

Provide a fee schedule in accordance with the following format and name one individual for each Key Individual role.

Table A: Key Individuals			
Role	Estimated Hours	Rate (\$/hr)	Total \$ (Person hrs x Rate)
Strategic Advisor	3,000	\$ _____	\$ _____
Communications and Engagement Lead	9,000	\$ _____	\$ _____
Evaluation Price Table A	12,000	N/A	\$ _____

Table B: Supporting Resources (not including Key Individuals)			
Role	Estimated Hours	Rate (\$/hr)	Total \$ (Person hrs x Rate)
Senior Communications and Engagement Advisor	1,000	\$ _____	\$ _____
Intermediate Communications and Engagement Advisor	7,500	\$ _____	\$ _____
Communications and Engagement Coordinator	15,000	\$ _____	\$ _____
Graphic Designer	2,500	\$ _____	\$ _____
Evaluation Price Table B	26,000	N/A	\$ _____

6 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- Signed cover page (see section 7.1 Mandatory Criteria).
- Table of contents including page numbers.
- A short (one or two page) summary of the key features of the proposal.
- The body of the proposal, including pricing, i.e. the “Proponent Response”.
- Appendices, appropriately tabbed and referenced.
- Identification of Proponent (legal name)
- Identification of Proponent contact (if different from the authorized representative) and contact information.

The Table of Contents should follow the order of the of Section 5 Proposal Requirements.

The proposal should be PDF formatted primarily on 8.5”x11” paper except when necessary for charts or schedule diagrams) in the body of the proposal.

7 EVALUATION

The evaluation of the Submissions will be conducted by the Province with the assistance of other persons as the Province may decide it requires, including employees and representatives of the Province, government agencies and private sector advisors and consultants.

The Province’s intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, or (3) be submitted by using the e-

Mandatory Criteria

bidding key on BC Bid (if applicable) in accordance with the requirements set out in Section 2.2.

7.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

RFP Section	Rated Criteria Category	Available Points	Minimum Score
5.1.1	Proponent's Organization	15	7
5.1.2	Key Individual – Strategic Advisor	10	5
	Key Individual – Communications and Engagement Lead	15	7
5.1.3	Proponent's Supporting Resources	10	5
5.2.1	Understanding of the Assignment	10	4
5.2.2	Methodology	15	7
5.3	Price	25	n/a
Total		100	

7.3 Price Evaluation

TI Corp will evaluate price as follows:

- Only those proposals that have met all mandatory requirements will be evaluated for price using the following formula:

$$\frac{\text{Lowest Priced Proposal}}{\text{This Proposal's Price (Table A + Table B)}} \times \text{Points Available}$$

- The lowest price proposed will receive all the points allocated to price; and
- All other proposals will be scored using the formula.

Appendix A - Contract Form

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province as per the listed contract documents.

Workers' Compensation Board

The Contractor and any approved sub-contractors must be registered with the Workers' Compensation Board of British Columbia (WCB), in which case WCB coverage must be maintained for the duration of the Contract. Prior to starting work, a WCB Clearance Letter indicating that all WCB assessments have been paid is required.

Insurance Requirements

Any contract resulting from this Request for Proposal will require the Contractor, without limiting its obligations or liabilities and at its own expense, to purchase and maintain throughout the term of the Contract the insurance as required in the Insurance Specifications INS-80 with insurers authorized to do business in British Columbia and Canada. Insurance requirements are not negotiable.

The Contractor will provide the Province with evidence of the required insurance, in the form of a completed Ministry of Transportation and Infrastructure Certificate of Insurance form H0111, which is also attached. Compliant evidence of insurance is to be provided prior to any work beginning under this Contract.

Intellectual Property Rights

The Province will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any product developed through a Contract. Licensing and marketing rights to the developed product will not be granted in the Contract. (Proposals regarding these rights should not be submitted in response to this Request for Proposals and will not be considered in evaluating responses. If, in the future, the Province elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.) The Contractor may be required to sign an acknowledgement of assignment of copyright or a waiver of moral rights at the end of the Contract prior to final payment.

Please refer to the following attachments:

- Consulting Services Contract H0461
- Works/Services Schedule H0461a
- Payment Schedule H0461b
- Schedule of Reimbursable Travel Expenses (Group I) H0461c
- Insurance Specifications INS-80
- Certificate of Insurance H0111
- Notice to Contractors INS-Notice
- Schedule E - Privacy Protection Schedule
- Schedule G - Security Schedule
- Schedule H - Tax Verification Schedule
- Confidentiality Agreement



This Agreement, MADE ON THE _____ DAY OF _____.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE.

Address

(hereinafter called the "Province")

POSTAL CODE

AND:

Address

(hereinafter called the "Contractor")

POSTAL CODE

Short Description:

WITNESSETH THAT the parties hereto agree to the covenants and agreements contained in paragraphs 1 through 31, inclusive, on the face and reverse side of this document and in the attached schedules set out below.

COMMENCEMENT DATE (yyyy/mm/dd)

COMPLETION DATE (yyyy/mm/dd)

ATTACHED SCHEDULES MARKED "X" FORM PART OF THIS CONTRACT

TERMS AND CONDITIONS:**APPOINTMENT**

1. The Province retains the Contractor to provide the services described in the Works/Services Schedule attached hereto (the "Services").

TERM

2. The Contractor will, notwithstanding the date of execution and delivery of the Agreement, start providing the Services on the commencement date and shall complete all Services to the satisfaction of the Minister by the completion date, both dates hereinbefore stated. The period of time between the aforementioned dates shall hereinafter be referred to as the "Term". Time shall be deemed to be material and of the essence of this contract.

PAYMENT

3. The Province will pay to the Contractor, in full payment for providing the Services and in full reimbursement for expenses incurred in connection therewith, the amounts, (plus any applicable taxes), in the manner and at the times set out in the Payment Schedule attached hereto and the Contractor will accept the same as full payment and full reimbursement as aforesaid.
4. The Province will pay the applicable GST on the fees and expenses incurred in connection with this contract.

- ☒ Terms and Conditions
- ☒ Works/Services Schedule - H0461a
- ☒ Payment Schedule - H0461b
- ☒ Travel Expenses (Group I) - H0461c
- ☐ Travel Expenses (Group II Mgmt) – H0461c-1
- ☐ Special Conditions (Engineering) – H0461d
- ☐ Special Conditions (Information Systems) – H0461d-1
- ☒ Insurance Specifications – INS-80
- ☐ Insurance Specifications Professional – INS-132
- ☒ Certificate of Insurance – H0111
- ☐ Prime Contractor – H1322
- ☒ Schedule E – Privacy Protection Schedule
(if checked, Contractor must take the privacy training course
https://order.openschool.bc.ca/Product/Detail/ps_7540006302)
- ☒ Schedule G Security Schedule – H1278
- ☒ Schedule H Tax Verification Schedule
- ☒ Confidentiality Agreement
- ☐

In signing this Agreement the Contractor certifies that he/she has read and understands the additional conditions appearing on the reverse of this form.

AFFIX CORPORATE SEAL BELOW

SIGNATURE OF CONTRACTOR

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

Print Name and Position

Print Name and Position

ADDITIONAL TERMS AND CONDITIONS

RECORDS

5. The Contractor will:
 - a) where the Payment Schedule provides for payment determined on the basis of time, keep records of all such time; and
 - b) where the Payment Schedule provides for reimbursement of any expense, keep books of account of any such expense incurred;and the Minister of Transportation and Infrastructure (the "Minister") will have free access at all reasonable times to such records and books of account for the purposes of reviewing or copying (or both) the same.

INDEPENDENT CONTRACTOR

6. The Contractor is an independent contractor and not the servant, employee or agent of the Province or the Minister.
7. The Contractor will not, in any manner whatsoever, commit or purport to commit the Province or the Minister to the payment of any money to any person, firm or corporation.
8. The Minister may, from time to time, give such instructions as he considers necessary to the Contractor in connection with provision of the Services, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of the Minister with respect to the manner in which such instructions are carried out.

REPORTS

9. The Contractor will upon the request, from time to time, of the Minister:
 - a) fully inform the Minister of work done and to be done by the Contractor in connection with provision of the Services; and
 - b) permit the Minister at all reasonable times to inspect, examine, review and copy any and all finds, data, specifications, drawings, working papers, reports, documents and materials whether complete or otherwise (collectively the "Material") that have been produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement.

OWNERSHIP

10. The Material produced, received or acquired by, or provided by or on behalf of the Province or the Minister to, the Contractor as a result of this Agreement and any equipment, machinery or other property whatsoever (collectively the "Goods") provided by or on behalf of the Province or the Minister to the Contractor as a result of this Agreement will be the exclusive property of the Province and will, subject to the following proviso, be delivered by the Contractor to the Minister forthwith following the expiration or sooner termination of this Agreement provided that the Minister may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the Minister of all or any part of the Material or the Goods (or both) in which event the Contractor will forthwith comply with such request.
11. The copyright in the Material will belong exclusively to the Province.

CONFIDENTIALITY

12. The Contractor will treat as confidential and will not, without the prior written consent of the Minister, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Agreement.
13. In addition to and in no way limiting the Contractor's obligation in Section 12 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province or the Minister under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
14. Despite Section 6 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province's legal counsel.

ASSIGNMENT AND SUB-CONTRACTING

15. The Contractor will not without the prior written consent of the Minister:
 - a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - b) sub-contract any obligation of the Contractor under this agreement.
16. No sub-contract entered into by the Contractor will relieve the Contractor from any obligation of the Contractor under this Agreement or impose any obligation or liability upon the Province to any such sub-contractor.

CONFLICT

17. The Contractor will not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Minister, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, firm or corporation.

INDEMNITY AND STANDARD OF CARE

18. Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses,

INDEMNITY AND STANDARD OF CARE Cont'd.

18. claims damages, actions and causes of action, (collectively referred to as "claims") that the Province may sustain, incur, suffer or be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their subcontractor(s) or subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

In completing the assignment the Contractor shall at all times exercise the standard of care, skill and diligence normally provided in the performance of services for work of a similar nature to that contemplated by this contract.

TERMINATION

19. Notwithstanding any other provision of this Agreement, the Province may, in its sole discretion, terminate this Agreement:
 - a) on ten (10) days prior written notice of termination to the Contractor and the Province will pay to the Contractor that portion of the amounts described in the Payment Schedule which is attributable to the portion of the Services completed to the satisfaction of the Province prior to the date of termination and such payment shall discharge the Province from all liability to the Contractor under this Agreement.
 - b) where in the opinion of the Province the Contractor fails to observe, perform or comply with any provision of this Agreement, and such termination will be in addition to any other rights and remedies existing or available to the Province under this Agreement or at law.

GENERAL

20. The Contractor will comply with all laws, regulations and bylaws, and cooperate with every authority having jurisdiction in connection with the Services.
21. Without limiting the generality of Section 20 (General), the Contractor will comply with, and will ensure that any subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including Workers Compensation Act in British Columbia or similar laws in other jurisdictions.

NON-WAIVER

22. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister.
23. The written waiver by the Minister of any breach by the Contractor of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Contractor of the same or any other provision of this Agreement.

APPROPRIATION

24. Notwithstanding any other provision of this Agreement the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:
 - a) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in Section 24(a) (Appropriation).

REFERENCES

25. Every reference to the Minister in this Agreement will include the Minister, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

NOTICES

26. Any notice required or permitted to be given hereunder will be delivered or mailed by prepaid registered mail to the addresses on reverse (or at such other address as either party may from time to time designate by Notice in writing to the other), and any such Notice will be deemed to be received 48 hours after mailing.
27. Either party may, from time to time, give to the other written notice of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

MISCELLANEOUS

28. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The Contractor hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to all matters related to this Agreement.
29. The Schedules to the Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
30. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
31. In this Agreement, wherever the singular or neuter is used, it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.



WORKS/SERVICES SCHEDULE

The Contractor shall:

CONTRACT IDENTIFICATION NUMBER

Works/Services Schedule



METHOD OF PAYMENT

Payments to the Contractor shall be based on the following:

CONTRACT IDENTIFICATION NUMBER

FREQUENCY OF PAYMENTS

The Contractor shall invoice the Province:

MAXIMUM AMOUNT PAYABLE

Total payments shall not exceed \$ _____ inclusive of applicable taxes, which is the amount the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of applicable GST).

PAYMENT SCHEDULE TERMS AND CONDITIONS

1. The Contractor shall invoice the Province in accordance with the terms of this Agreement showing the calculation of all amounts claimed including the calculation of applicable GST, payable by the Province, and shown as a separate line item.
2. Acceptance of any invoice and subsequent payment for the work/services, or any portion of the work/services, is subject to the invoiced work/services having been completed to the satisfaction of the Province.
3. The Province shall pay the Contractor within 30 days following either the receipt by the Province of the Contractor's invoice OR satisfactory completion of the invoiced work/services, whichever is later.
4. The Contractor shall accept payment as stated above as full and final reimbursement for all costs connected with the work/services.
5. The Contractor shall not commit the Province to any financial liability.
6. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor is subject to the provisions of the Financial Administration Act.



SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES (GROUP I)

When travel expenses are listed in the Payment Schedule as an allowable expense, then transportation, meals, accommodation and board and lodging will be reimbursed provided the same are in the opinion of the Province, necessarily incurred by the Contractor in providing the work/services.

These rates will apply for the duration of the contract.

To obtain Government rates for car rental and accommodation a letter of authority signed by the Ministry contact (sample attached) is required as proof that you are under contract with the Province.

CONTRACT IDENTIFICATION NUMBER

All claims should be submitted on "Schedule of Reimbursable Travel Expenses for Contractors to Fill in Online – H1170" (see attached).

Expenses must be submitted less the Goods and Services Tax (GST) with original receipts attached.

1. TRANSPORTATION

(a) Air Travel: Original receipts are required. The most economical airfare must be obtained. Charter flights must be pre-approved in writing by the Regional, Branch or Project Director.

(b) Bus, Taxi, Parking, Toll Charges and Ferry: Original receipts are required, tips cannot be claimed. Ferry travel should be by the most economical route. Assured loading tickets and ferry reservations must be pre-approved in writing by the Regional, Branch or Project Director.

(c) Vehicle Rental: Original receipts are required. The Province has negotiated Corporate Supply Arrangements (CSAs) with the following vehicle rental companies and the Corporate Identification Number below is required when requesting a vehicle, to ensure that correct rates are being applied to the rental. Original receipts are required for fuel.

It is up to the discretion of each contractor to determine which company to use for their particular need, based on the most economical rate per kilometre charge available.

- BUDGET CAR & TRUCK RENTAL – A162000
- DRIVING FORCE – CS000898
- ENTERPRISE RENT-A-CAR – 4CA1000
- HERTZ – 2108023
- NATIONAL – 3614638

When signing the rental agreement, waive Collision or Loss Damage Waivers (CDW or LDW) and Personal Injury or Accident Insurance (PII or PAI) these costs are included in the CSAs and will not be reimbursed.

Report all accidents to the rental agency and the Ministry contract manager within 24 hours.

(d) Private Vehicle: No receipts are required.

Reimbursement for use of private vehicles will be at the rate of \$0.55/km. This is an all-inclusive rate, i.e., includes the cost of gas and insurance.

(e) Travel expenses are not reimbursable if incurred within a 32 km radius of the Contractor's office unless pre-approved in writing by the designated Ministry contact.

(f) Prior approval of the Regional, Branch or Project Director is required before any travel is made crossing the Provincial border.

2. MEALS

No receipts are required. Meals will be reimbursed at the following rates:

Full day per Diem	\$53.00	
Breakfast only	\$12.75	If travel starts before 7:00 am
Lunch only	\$14.75	If travel starts before noon
Dinner only	\$25.50	If travel ends after 6:00 pm
Breakfast & Lunch	\$27.50	As per above
Breakfast & Dinner	\$38.25	As per above
Lunch & Dinner	\$40.25	As per above

3. ACCOMMODATION

Original receipts are required. Accommodation expenses are reimbursed at cost, based on the maximum daily rates provided. Refer to Appendix 1 of this Schedule for details on accommodation rates.

Private lodging will be reimbursed at a rate of \$33.59/day.

Accommodation outside the Province will be at the rates pre-approved in writing by the Regional, Branch or Project Director.

4. BOARD AND LODGING

Where specifically pre-approved in writing by the designated Ministry contact, the contractor may claim \$2,000.00 per month for board and lodging in lieu of the accommodation and meal rates specified above.

APPENDIX 1 TO SCHEDULE OF REIMBURSABLE TRAVEL EXPENSES

ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person provincial government rate for a standard room will be reimbursed. Proof of government-related business may be required when booking.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Downtown Vancouver	\$190	\$190	\$200	\$200	\$250	\$330	\$330	\$300	\$270	\$200	\$190	\$190
Burnaby	\$160	\$160	\$160	\$165	\$190	\$230	\$230	\$230	\$230	\$165	\$165	\$160
Coquitlam/Port Coquitlam	\$130	\$130	\$130	\$130	\$150	\$150	\$150	\$150	\$150	\$130	\$130	\$130
Delta	\$115	\$115	\$115	\$115	\$130	\$130	\$130	\$130	\$130	\$115	\$115	\$115
Langley	\$110	\$110	\$135	\$135	\$200	\$200	\$200	\$200	\$200	\$130	\$110	\$110
New Westminster	\$125	\$125	\$125	\$125	\$140	\$150	\$150	\$150	\$140	\$125	\$125	\$125
North Vancouver	\$130	\$130	\$130	\$140	\$140	\$140	\$160	\$160	\$160	\$155	\$130	\$130
Richmond	\$170	\$150	\$150	\$140	\$230	\$230	\$260	\$260	\$230	\$155	\$155	\$180
Surrey	\$120	\$120	\$120	\$130	\$140	\$155	\$170	\$170	\$140	\$130	\$120	\$120
White Rock	\$100	\$100	\$100	\$110	\$110	\$140	\$140	\$140	\$140	\$130	\$110	\$110
Downtown Victoria	\$120	\$120	\$120	\$120	\$170	\$200	\$260	\$260	\$180	\$145	\$120	\$120
Greater Victoria*	\$120	\$120	\$120	\$120	\$170	\$180	\$180	\$180	\$180	\$125	\$120	\$120
Castlegar	\$105	\$105	\$105	\$105	\$105	\$115	\$115	\$115	\$115	\$105	\$105	\$105
Cranbrook	\$110	\$110	\$110	\$110	\$110	\$110	\$115	\$115	\$115	\$110	\$110	\$110
Dawson Creek	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165
Fort St John	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Golden	\$115	\$115	\$115	\$115	\$115	\$115	\$160	\$160	\$120	\$115	\$115	\$115
Kamloops	\$110	\$110	\$110	\$110	\$120	\$120	\$135	\$135	\$125	\$115	\$110	\$110
Kelowna	\$120	\$120	\$120	\$115	\$140	\$155	\$200	\$200	\$160	\$140	\$120	\$120
Nanaimo	\$120	\$120	\$120	\$120	\$140	\$140	\$140	\$140	\$140	\$120	\$120	\$120
Nelson	\$115	\$115	\$115	\$115	\$115	\$115	\$145	\$145	\$145	\$115	\$115	\$115
Penticton	\$95	\$95	\$95	\$95	\$105	\$120	\$170	\$170	\$120	\$110	\$95	\$95
Prince George	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Prince Rupert	\$100	\$100	\$100	\$105	\$105	\$115	\$115	\$115	\$115	\$100	\$100	\$100
Smithers	\$100	\$100	\$100	\$100	\$100	\$105	\$105	\$105	\$105	\$105	\$100	\$100
Terrace	\$120	\$120	\$120	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Vernon	\$100	\$100	\$100	\$100	\$125	\$125	\$125	\$125	\$125	\$110	\$100	\$100
Whistler	\$200	\$210	\$210	\$140	\$140	\$150	\$170	\$170	\$150	\$120	\$140	\$200
Williams Lake	\$105	\$105	\$105	\$105	\$110	\$110	\$110	\$110	\$110	\$110	\$105	\$105
Other Cities Not Listed	\$120	\$120	\$120	\$120	\$125	\$130	\$140	\$140	\$130	\$120	\$120	\$120

*Brentwood Bay, Sidney, Victoria Westshore (Langford, Colwood), Central Saanich, Saanichton, Saanich, Esquimalt, Oak Bay



Letter of Authorization for Contractors

"Date"

To: All Authorized Province of British Columbia
Travel Industry Suppliers

Re: _____
"Contract Identification Number & Brief Description of Services"

Please be advised that: _____
"Name of Contractor"

is a contractor to the Ministry of Transportation and Infrastructure and, as such, is permitted to use provincial government rates during the term of his/her contract as follows:

_____ to _____
"Commencement Date" "Completion Date"

The contractor named above, agrees that the services or goods obtained by virtue of this letter of authorization will be used solely for services supplied to the Province of British Columbia and the cost of the service or goods will be reimbursed to the contractor by the government, at the rate(s) supplied.

Personal or other use of this letter, or services/goods provided through the use of this letter, for other than that stated in the contractor's agreement, is forbidden in accordance with the terms and conditions of the agreement.

Should you require verification of this information, or if you have any questions, please contact the undersigned
at _____
"Phone Number"

Thank you for your co-operation.

Yours truly,

"Name of Ministry Contact"

"Position Title"



SAMPLE

(<http://www.th.gov.bc.ca/forms/getForm.aspx?formid=1070>)

CONTRACT IDENTIFICATION NUMBER

Transportation (Original receipts are required unless private vehicle used, then reimburse as specified in the Schedule of Reimbursable Expenses.)

* For private vehicle only.

TOTAL	\$
--------------	-----------

TOTAL – Excluding GST	\$
------------------------------	-----------

TOTAL EXPENSES - Excluding GST \$



NOTICE TO CONTRACTORS ENSURING COMPLIANCE WITH INSURANCE, BONDS and WCB REQUIREMENTS

Major Works, Minor Works, Operational Services, Design Build Minor and Consulting Services Contracts General Information:

- Ensure the limits of your insurance are compliant with those noted in the RFP/Tender documentation.
- The **ONLY** acceptable Certificate of Insurance is a Ministry of Transportation and Infrastructure **Certificate of Insurance (H0111)**.
- **BOTH** pages of the **Ministry Certificate of Insurance** must be submitted and the form conditions on page one and two must **NOT** be altered or added to.
- Ensure that the effective award date of the Certificate of Insurance is the earlier of the date of contract award or contract start date.
- **DO NOT** add the Ministry of Transportation and Infrastructure as an Additional Insured on page 1 of the Certificate of Insurance, as the Ministry of Transportation and Infrastructure is an Additional Named Insured (as per the insurance specifications and page 2 of the Certificate of Insurance).
- Always examine your Ministry Certificate of Insurance for policy effective dates and expiry dates and renewal dates in relation to your contract.
- Ensure that the Certificate of Insurance includes all required information (name of Insurer, policy numbers, policy effective dates, expiry dates, policy limits, deductibles and aggregates).
- Double check all documentation to ensure that the project number and description are correct.
- Always give the sample Ministry of Transportation and Infrastructure **Certificate of Insurance**—again **BOTH** pages—the **Insurance Specifications, the Special Provisions and the Bond Specimens** in your tender document to your Insurance Broker as it enables him/her to produce documentation and pricing in accordance with the contract requirements.
- Ensure that Ministry Certificate is duly signed and are originals or certified copies.
- If Automobile Liability insurance is required in the Ministry Agreement one of the following must be provided:
 - duly completed H0111 form AND/OR
 - a completed APV47 (ICBC Form) OR
 - a completed APV250L (ICBC Form)

*Note: Combination of Primary ICBC insurance and other Excess insurance is acceptable but must be clearly evidenced. If the Certificate **ONLY** evidences private insurance coverage, evidence of mandatory ICBC coverage is required.

Major Works, Minor Works, Operational Service and Design Build Minor Contracts Only:

- Insurance requirements are found in **BOTH** Schedule 3- Special Provisions and Schedule 6- Insurance Specifications.
- Specimen Bonds are found in Schedule T2 Tender Securities Documents (INS261, INS262 or INS263) and Schedule 2 Contract Securities INS265. Please ensure the bonds provided match the specimen.

Please direct questions during an open competitive process to the Ministry contact noted in the RFP/Tender documents.
IF awarded the contract direct questions to the Corporate Insurance and Bonds Manager – (250) 387-7580

WCB

Workers' Compensation Board (WorkSafeBC) coverage is required.

- The general WCB of BC information site is <http://www.worksafebc.com/>
- Registration and insurance coverage can be completed online with details found at http://www.worksafebc.com/insurance/registering_for_coverage/register_with_worksafebc/default.asp. To report applicable payroll online, use http://www.worksafebc.com/online_services/reporting_and_remitting/default.asp
- Ensure that your premiums are paid so a clearance letter will be obtainable by the Ministry. For estimating your WorkSafe insurance costs, you may wish to consult the rate guide at http://www.worksafebc.com/insurance/premiums/rate_setting/default.asp.



LIABILITY INSURANCES

(For all contracts except Major Works, Professional Services and Design Build Minor)

It is a condition of this contract that the Contractor shall, at the Contractor's expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified.

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

2. EVIDENCE OF COVERAGE

The Contractor shall file evidence of insurance issued to comply with the requirements outlined in these insurance specifications prior to commencement of services. Should any insurance policies expire before all other conditions of the contract have been complied with, then the contractor shall file evidence of renewal prior to the expiry date of the policy(s).

Evidence shall be as follows:

- a) For all policies, except Automobile Liability, by way of a duly completed Ministry Certificate of Insurance (H0111), which will be considered to be a part of this Schedule.
- b) For Automobile Liability insurance, either a duly executed I.C.B.C. APV47 or APV250L form, or a Ministry Certificate of Insurance.

The Contractor shall, upon request by the Ministry, file originals or signed, certified copies of all current policies and any endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract. Failure to provide the required insurance may result in payments to the Contractor being withheld.

All documentation shall be filed with the **Ministry Office** specified in the contract.

NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

Payments to the Contractor may be withheld and/or all work on the site of the contract may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the contract and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the

name of the Contractor and the Ministry. The cost thereof shall be payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

3. THIRD PARTY LIABILITY INSURANCE

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than **\$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE** for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured 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 of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall 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.

EXTENSION OF COVERAGE

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability and liability assumed by the Contractor in connection with and applicable to the contract.

EXCLUSIONS NOT PERMITTED

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. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the insured under contract with railroad companies for the use and operation of railway sidings or crossings.

Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed by the Ministry or the Contractor shall not be excluded from insurance coverage, where such type of work or operation is to be performed by either party under the contract.

DEDUCTIBLES

A property damage deductible will be allowed up to **\$5,000.00** for any one accident or occurrence. Payment of any deductible shall be the responsibility of the contractor.

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

Each policy (except Automobile Liability Insurance) shall be endorsed as follows:

Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts entered into between the Insured and the Additional Named Insured.

The insurance 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. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of **twelve (12)** months after the work has been completed, irrespective of the expiry date of the policy.

4. AUTOMOBILE LIABILITY INSURANCE

IF any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than **\$2,000,000.00** providing third party liability and accident benefits insurance must be provided for all these vehicles.

5. PROTECTION AND INDEMNITY INSURANCE

IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than **\$2,000,000.00** for such vessels. Such Protection and Indemnity insurance shall include four-fourths collision liability insurance.

6. AIRCRAFT INSURANCE

IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than **\$5,000,000.00** must be provided.

7. NOTICE OF CANCELLATION, ETC.

The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:
The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5.

8. USE AND OCCUPANCY

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

THE PROVINCE ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE EFFECTED IN FAVOUR OF THE CONTRACTOR OR THE MINISTRY UNDER THIS AGREEMENT.

CERTIFICATE OF INSURANCE

Contracts/Leases/Agreements/Permits Number, Location and Description:	Brokers' Reference No.
	Award or Effective Date _____ (yyyy/mm/dd)

INSURED	Name _____
	Business Address _____
BROKER	Name _____
	Business Address _____

Type of Insurance	Company and Policy Number	Policy Dates Effective	yyyy/mm/dd Expiry	Limits of Liability / Amounts
Commercial General Liability (including Non-Owned Automobile Liability)				Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible \$ _____ SIR
Additional Insureds:				
Automobile Liability				Bodily Injury and Property Damage \$ _____ Inclusive _____
Umbrella/Excess Liability				\$ _____ Limits excess of \$ _____ General Liability excess of \$ _____ Automobile
<input type="checkbox"/> Builders Risk <input type="checkbox"/> Installation Floater <input type="checkbox"/> Other:				\$ _____ Site \$ _____ Other Location \$ _____ Transit
Equipment Insurance				\$ _____ Limit _____
Professional Liability Errors and Omissions				\$ _____ Each Claim \$ _____ Aggregate \$ _____ Deductible
<input type="checkbox"/> Protection & Indemnity <input type="checkbox"/> Hull & Machinery <input type="checkbox"/> Builders Risk (Vessels) <input type="checkbox"/> Ship Repairers' Liability				\$ _____ Limit \$ _____ Limit \$ _____ Limit \$ _____ Limit
Other:				\$ _____ Limit _____

The undersigned certifies the undersigned has reviewed the policies of insurance described above and Page 2 of this certificate and further certify that those policies have been issued to the insured named above and are in full force and effect and comply with the insurance requirements set out in the agreement / contract / lease / permit identified above, including the requirements set out on Page 2 of this certificate.

Signature of person authorized to sign on behalf of Insurers
certifying Page 1 and Page 2 of this Certificate

Print or Type Name

Date (yyyy/mm/dd)

ADDITIONAL CONDITIONS ARE SHOWN ON PAGE 2 OF THIS CERTIFICATE OF INSURANCE

Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance policy(s) are extended to include insurance conditions as follows:

**CONDITIONS APPLICABLE TO:
COMMERCIAL GENERAL LIABILITY**

1. Additional Named Insured Clause for Ministry Contracts

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts, entered into between the Insured and the Additional Named Insured.

2. Extension of Coverage

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability, and liability assumed by the Contractor in connection with and applicable to the contract.

3. Cross Liability

The insurance 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. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

4. Exclusions Not Permitted

If hazardous operations such as excavation, pile driving, shoring, blasting, underpinning, or demolition work or any other operation or work is to be performed by the Ministry or the Contractor, then this type of work or operation shall not be excluded from insurance coverage where such type of work or operation is to be performed by either party under the contract, subject to prior notification to the insurer by the Contractor.

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. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the Insured under contract with railroad companies for the use and operation of railway sidings or crossings.

5. Products and Completed Operations Hazard

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the contracted work has been completed (twenty four (24) months for Design Build Minor Contracts), irrespective of the expiry date of the policy.

**CONDITIONS APPLICABLE TO:
PROPERTY TYPE OF INSURANCE POLICIES
(WHERE IT IS A REQUIREMENT OF THE CONTRACT,
AGREEMENT, LEASE OR PERMIT)**

1. Additional Named Insured Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, is added as an Additional Named Insured.

2. Loss Payable Clause

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

3. Waiver of Subrogation

In the event of 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 Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure or any of the employees, servants or agents of the Minister.

**CONDITIONS APPLICABLE TO:
ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE
ISSUED BY I.C.B.C. AND PROFESSIONAL LIABILITY (E&O)
INSURANCE**

1. Cancellation

This policy shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:

**CORPORATE INSURANCE AND BONDS MANAGER
MINISTRY OF TRANSPORTATION & INFRASTRUCTURE
PO BOX 9850 STN PROV GOVT
VICTORIA BC V8W 9T5**

or

Ministry Representative, as noted in the contract.

**CONDITION APPLICABLE TO:
PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS
INSURANCE**

1. Cancellation

The required insurance shall not be cancelled, or endorsed to reduce limits of liability, without thirty (30) days notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5. Notification of the policy being endorsed to restrict coverage mid-term, must be provided in writing by Registered Mail to the same address, no later than the effective date of such change.

Issuance of this certificate shall not limit or restrict the right of the Ministry of Transportation and Infrastructure to request any time certified copies of any insurance policy(s).

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

28. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



CONTRACT IDENTIFICATION NUMBER

Definitions

1. In this Schedule,
 - (a) “Equipment” means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) “Facilities” means any facilities at which the Contractor provides or is to provide the Services;
 - (c) “Information” means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) “Record” means a “record” as defined in the *Interpretation Act*;
 - (e) “Sensitive Information” means
 - (i) Information that is “personal information” as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as “Sensitive Information” in Appendix G6, if attached; and
 - (f) “Services Worker” means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting

the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and

- (b) not been altered in any material respect.

Documentation of changes to processes

- 12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

- 13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

- 14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

- 15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

- 16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

- 17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none">• B.C. driver’s licence or learner’s licence (must have photo)• B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none">• Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none">• Canadian Citizenship Card• Permanent Resident Card• Canadian Record of Landing/Canadian Immigration Identification Record	<ul style="list-style-type: none">• School ID card (student card)• Bank card (only if holder’s name is on card)• Credit card (only if holder’s name is on card)• Passport• Foreign birth certificate (a baptismal certificate is not acceptable)• Canadian or U.S. driver’s licence• Naturalization certificate• Canadian Forces identification• Police identification• Foreign Affairs Canada or consular identification• Vehicle registration (only if owner’s signature is shown)• Picture employee ID card• Firearms Acquisition Certificate• Social Insurance Card (only if has signature strip)• B.C. CareCard• Native Status Card• Parole Certificate ID• Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Schedule H – Tax Verification Schedule

1. In this Schedule:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

CONFIDENTIALITY AGREEMENT

Re: Contract Number (the “Services Contract”)

_____. (the “Contractor”) has executed the **Services Contract** with Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Transportation & Infrastructure (the “Ministry”) to deliver the services as described in the Services Contract (the “Services”). The Ministry may, in connection with the performance of the Services Contract, disclose to the Contractor and to the Contractor’s employees, contractors or subcontractors, findings, data, source code, designs, plans, specifications, working papers, reports, documents and other material (the “Material”) in electronic, digital, hard copy or any other form whatsoever.

FOR GOOD AND VALUABLE CONSIDERATION and the payment of one dollar from the Province to the Contractor, the receipt and sufficiency of which is hereby acknowledged by the Contractor, the Contractor agrees as follows.

1. The Contractor will treat as confidential and will not, without the prior written consent of the Ministry use, publish, disclose or permit to be used, published or disclosed either prior to or subsequent to termination or expiration of this Agreement or of the Services Contract, any Material that comes to the knowledge of the Contractor, or is supplied to or obtained by the Contractor, in connection with the delivery of the Services or the performance of the Services Contract except:
 - (a) insofar as such use, publication, or disclosure is necessary to enable the Contractor to perform the Services Contract;
 - (b) insofar as such use, publication, or disclosure is required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act* (British Columbia); or
 - (c) insofar as the data or information to be used, published, or disclosed is general public knowledge.
2. The Ministry may, without notice to the Contractor, end the Contractor’s access to the Material if the Contractor does not adhere to the provisions contained in this Agreement or the Services Contract.
3. The Contractor will comply with such directions as the Ministry may make with respect to ensuring confidentiality of the Material, which direction may include, without limitation, the following:
 - (a) restrictions upon access to the Material;
 - (b) restrictions upon reproduction of the Material;
 - (c) restrictions upon uses to which the Material may be put;
 - (d) imposition of other procedures to ensure confidentiality both prior to and subsequent to termination or expiration of this Agreement and the Services Contract; and
 - (e) requirements that the Contractor implement and maintain procedures to ensure that each employee, contractor or sub-contractor of the Contractor who will perform the Services or have access to the Material, will maintain the Material in confidence in accordance with the terms of this Agreement.
4. The Contractor will not perform any service for or provide information or advice to any person, or engage in any activity, if the service, the provision of information or advice or the activity in the reasonable opinion of the Ministry gives rise to an actual or perceived conflict of interest or unfair advantage in respect of any works, contracts or projects of the Ministry.
5. The terms and conditions of section 1 and section 4 of this Agreement will survive the expiration or termination of this Agreement or the Services Contract.
6. The waiver by any party of strict observance or performance of any term or condition of this Agreement or of any breach thereof by the other party shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term or condition of this Agreement or of any breach thereof on the part of that other party.

7. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.
8. If any section of this Agreement or any part of a section, is found to be illegal or unenforceable, that section or part, as the case may be, will be considered separate and severable and the remaining sections and parts thereof, shall not be affected or impaired thereby and shall be enforceable to the extent permitted by law.
9. The rights, powers and remedies of the parties under this Agreement are not intended to be exclusive and each shall be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the parties under this Agreement, any other agreement, at law or in equity and the exercise by a party of any right, power or remedy shall not preclude the simultaneous or later exercise by that party of any other right, power or remedy.
10. Each of the parties shall, upon the reasonable request of any other party, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

In witness whereof the parties have executed this Agreement by their duly authorized representatives as follows:

SIGNED on behalf of **Her Majesty the Queen in Right of the Province of British Columbia** by a duly authorized representative of the Minister of Transportation & Infrastructure on _____, 2021 in the presence of:

(Witness)

SIGNATURE
For the Minister of Transportation & Infrastructure

TITLE

SIGNED on behalf of **the Contractor** by a duly authorized representative on _____, 2021 in the presence of:

(Witness)

SIGNATURE
For the Contractor

TITLE

Appendix B – Sample Task Assignment Letter

PROJECT NAME
TASK ASSIGNMENT LETTER (TAL)
PER CONTRACT XXXX-XXXXXXX

Consultant Name	
Lead	
Contract ID #	
TAL Ref #	01 – [Title]

Scope:

[detailed scope of work, including reporting lines, key deliverables and/or activities, performance metrics, desired outcomes, etc.]

Work plan:

Task Description	Outputs

Timelines:

Expected start date: **xx**

Expected end date: **XX**

Reporting to: Name
 Title (Contract Manager)
 Project Name

Deliverables:

[bulleted list or other summary of deliverables]

Resources & Hourly Rates:

Name	Role (Rate Category)	Hours	Hourly Rate

Total payments for the services are not to exceed **\$XXX.XX** without prior written approval from the Contract Manager.

Scope Change Record:

[Placeholder – used if this TAL has to be updated / amended in the future]

Invoicing:

Please reference the **Contract ID # XX** and **TAL # XX** on your invoice(s).

Approved by:

Receipt is hereby acknowledged:

Name
Title
Project Name

Contractor Name
Contract Administrator
Contractor Business Name

Date

Date