

Surrey Langley SkyTrain Project

SLS ART 2024-09

Public Art Project



Request for Qualifications

RFQ# **SLS ART 2024-09**

Issue Date: **January 17, 2024**

Deadline for Inquiries: **February 14, 2024**

Closing Date & Time: **February 28, 2024 at 2:00 PM Pacific Time**

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1. Surrey Langley SkyTrain Public Art Opportunity

1.1 Ministry Responsibility

The Ministry of Transportation and Infrastructure 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 is the delivery agent for the Surrey Langley Skytrain Project. A Project team has been established to define the Project technical requirements, manage the procurement process, and administer the contracts. The Project is being delivered by the Province, and public art is a key component of the SkyTrain system.

1.2 Summary of the Opportunity

Transportation Investment Corporation (“TI Corp”), on behalf of the Ministry of Transportation and Infrastructure (the “Ministry”), seeks to commission up to eight (8) professional Artists or Artist Teams to create site-specific public artworks; one (1) per station for up to eight (8) SkyTrain stations for the Surrey Langley SkyTrain (SLS) Project.

Interested Artists are invited to submit a Response to this RFQ to be evaluated and determine if they will be pre-qualified and be shortlisted as Qualified Artists to be eligible for a subsequent solicitation, if any. Only Qualified Artists will be contacted and may respond to a subsequent solicitation.

1.3 Background

The Surrey Langley SkyTrain Project (“SLS” or the “Project”) will extend the Expo Line 16 kilometers primarily along Fraser Highway on an elevated guideway from King George SkyTrain Station in Surrey to 203 Street in Langley City. TI Corp is delivering this major infrastructure Project, which will improve the transportation experience, increase access to opportunities and housing, support healthy communities and environment, and spur economic development for the Metro Vancouver region.

Public art is a key component of the SkyTrain system and is featured at many stations and/or station plazas along the existing SkyTrain network, including all existing Millennium Line stations. The City of Surrey, Langley City, Township of Langley, and TransLink are Project Partners, and all parties are collaborating with TI Corp on the delivery of the Public Art Program. The Design-Builder of the Stations contract will also have an active role in the Public Art Program.

The Project is located within the asserted traditional territories of the Katzie First Nation, Kwantlen First Nation, Matsqui First Nation, Musqueam Indian Band, Semiahmoo First Nation, and Tsawwassen First Nation. The Province is working directly with these Indigenous Groups to support separate and parallel selection processes in relation to Indigenous Cultural Recognition at the future station sites. Stations that are to include Indigenous Cultural Recognition art opportunities will be excluded from the public art call.

For more information on the Project, visit gov.bc.ca/surreylangleyskytrain

1.4 Goals and Vision for the Public Art Program

Public art for the Surrey Langley SkyTrain Project should achieve the following goals and objectives:

- Demonstrate artistic merit;

- Delights and inspires transit users and local communities;
- Develops a sense of place, community pride and identity;
- Respects Indigenous connection (past, present, and future) to these areas within ancestral lands;
- Enhances passenger experience, the station environment, and neighboring communities;
- Integrates thoughtfully with transit station structures;
- Stands the test of time and meets the operational and maintenance requirements of TransLink; and
- Is delivered within the approved budget and within established Project timelines.

1.5 Art Locations

It is anticipated that there will be one (1) opportunity for Public or Indigenous Cultural Recognition art per each of the following eight (8) stations: Green Timbers, 152 Street, Fleetwood, Bakerview-166 Street, Hillcrest-184 Street, Clayton, Willowbrook, and Langley City Centre. Station locations, maps, conceptual renderings, and Project details can be found [here](#).



Figure 1: Proposed locations of artwork

1.6 Art Types

All artworks that will be considered for the Project must be permanent art installations and must have a minimum life expectancy of ten (10) years.

The types of public artwork being considered for the Project fall under three categories:

1. **2D Artwork (excluding Glass Art)** - 2D Artwork may be integrated within the station architecture by replacing surface finish materials, such as wall tiles or cladding elements. They may also be mounted directly on station surfaces. The integration is subject to station design and technical requirements.
2. **3D Artwork** - Artwork mounted directly over wall surfaces, suspended from station ceiling, or free-standing. 3D Artwork may be located inside the station structure, or on station exterior, including station plaza. 3D Artwork typically requires auxiliary structures or anchorage to secure the artworks in place.
3. **2D Glass Art** - Artwork may be mounted offset from station glazing or fully integrated as part of station glazing, subject to station design and technical requirements.

The types of public artwork not being considered for the Project include painted murals; kinetic art; digital, video or projection art; and any other art types not being considered for permanent installation and/or do not meet TransLink's operational, safety and maintenance requirements.

Currently under development are the exact stations assigned for this public art call, exact locations of the art placement, types and dimensions at each station, and other information specific to the station design. More information will be available to shortlisted Artists during the Project orientation.

1.7 Integration of Public Art and Transit Station

Selected Artists / Artist Teams are required to work closely with the SLS Project Team - including the Art Conservator, Art Advisor, Public Art lead, and Design-Builder - throughout the duration of the Public Art Program. The artists must adhere to design guidelines and technical specifications provided by the Project team, with full awareness and appreciation for the complexity and level of collaboration required.

1.8 Design Parameters

Artists interested in participating in this RFQ process for Public Art at the Surrey Langley SkyTrain stations should consider the following:

- Context of the station location;
- Ways that the artwork is experienced—from passing glimpses to sustained examination and engagement over time;
- Safety and security of the artwork, with consideration for the need to maintain uninterrupted transit passenger circulation and sightlines;
- Artwork should adhere to Crime Prevention Through Environmental Design (CPTED) principles;
- Potential impacts to the station structure including structural loads, mounting, suspension, and anchorage design, and how these elements affect the overall appearance of the artwork;
- Artwork should be robust and durable. Artwork and its associated components, systems and attachments shall be able to withstand the test of time, the elements, and potential interaction of large number of transit users without the need for ongoing readjustments and extraordinary maintenance.
- Artwork should not create negative interactions with persons with disabilities, including people with visual impairments.

Detailed design parameters and technical criteria will be provided to the short-listed Artists during Stage 2 Request for Concept Design Proposal.

1.9 Eligibility

This RFQ is open to all Artists, and/or Artist Teams currently residing in Canada. Emerging artists, and other artists from under-represented groups are all encouraged to apply.

The following individuals are not eligible to apply:

- a) TransLink Staff;
- b) Staff and Council Members from City of Surrey, Township of Langley and Langley City;
- c) SLS Public Art Program selection panel members
- d) SLS Project Team members; and
- e) SLS Project Contractors

1.10 Artist Budget

The artist budget for each public art opportunity is \$250,000.00 (Canadian Dollars). The budget is exclusive of GST and inclusive of, but not limited to, all costs listed below:

- a) Artist fee (research, concept development, renderings and other visual communication materials, presentation, project meetings and coordination with the Public Art Lead, the Province's Project Team, and Design-Builder)
- b) Studio overhead, including administrative expenses, insurance and travel
- c) Applicable consultant and engineering costs related to the integrity of the artwork and its supports including drawings in PDF and CAD format
- d) Prototyping
- e) Artwork materials and fabrication; shop drawings
- f) Shipping to station or designated storage site
- g) On-site supervision during installation
- h) Professional photographic documentation
- i) Maintenance manual expenses (electronic and hardcopy)
- j) 15% contingencies
- k) PST, if applicable.

The Artist budget does not include installation and any applicable installation-related permitting and engineering costs. The Design-Builder will be responsible for installation of the public art at the stations, including supply and installation of all necessary attachments, brackets, frame-wire cables, electrical conduits and power connections, data communication feeds as needed to receive and support the artwork at the stations. Artists are expected to collaborate closely with the Design-Builder to design the attachment and are required to provide on-site supervision during artwork installation.

The artist budget does not include temporary storage of artwork between the date of delivery of artwork to site and installation. The Design-Builder will coordinate with the artists on the schedule for the artwork delivery. For artwork delivered to the stations but not installed on the date of the delivery, the Design-Builder will be responsible for the safe and secure storage of the artwork.

1.11 Timeline

Construction on the Project will begin in 2024 for a duration of four to five years. Target completion dates and art installation dates will be provided during the selection process.

2. Procurement Process

2.1 Stage One: Request for Qualifications - Artist Shortlist

There will be one (1) RFQ for all public art opportunities. Up to three (3) Artists / Artist Teams will be shortlisted for each of the stations identified for the Public Art Program. Shortlisted Artists / Artist Teams will be selected based on the criteria outlined in this document.

A station location will be assigned to each artist shortlisted for Stage Two of the selection process. The selection panel will consider the Artist / Artist Team's interests, experience, and specifics of the Response requested in this RFQ when matching a shortlisted artist with a location. Stations that have been confirmed as locations for the Indigenous Cultural Recognition Art Program will be excluded from the Public Art Program.

TI Corp reserves the right to accept or reject any or all submissions and may cancel or repost the RFQ at any time.

2.2 Stage Two: Project Orientation and Concept Proposal Presentation

Only shortlisted Artists / Artist Teams selected through the RFQ Stage One meeting the minimum scores as indicated in the evaluation section will be invited to participate in Stage Two.

The shortlisted Artists / Artist Teams will be required to attend a mandatory Project orientation hosted by TI Corp to develop a deeper understanding of the Project context, scope of work, and the requirements for the **Stage Two Concept Proposal Presentation**. The format and date of this Presentation will be confirmed upon invitation to participate in Stage Two. The Project orientation will be held virtually.

Shortlisted Artists / Artist Teams are required to prepare and submit a Concept Proposal prior to attending and presenting at the Concept Proposal Presentation. The submission must include:

1. written concept statement
2. two-dimensional graphics of the design concept (3D maquette is optional)
3. brief description of methodology and approaches to fabrication
4. preliminary project timeline and budget

Up to three (3) Artists / Artist Teams will be shortlisted for each of the stations identified for public art.

Shortlisted Artists / Artist Teams will be paid an honorarium of \$3,000.00 (Canadian Dollars, including any applicable tax) upon completion of the Stage Two selection process.

Further information about requirements for participation in Stage Two of this process will be provided to the shortlisted Artists upon selection.

2.3 Artist Selection Timeline

The following is SLS estimated timeline for the artist selection process:

Activity	Timeline
Notify Shortlisted Artists/Teams	March 2024
RFCP Submission time & Concept Presentation	April / May 2024
Award of Contract	August 2024
Design and Fabrication of Artworks	2025-2027
Delivery/Installation of Artworks	2028

3. RFQ Submission Requirements

3.1 Mandatory Requirements

The Response must be in English

The Response must be received before the Closing Date and Time as stated on the cover page of this RFQ. Responses received *after* the Closing Time will not be considered. All times will be determined with reference to the time received as per the server clock receipt indicated in the procurement@ticorp.ca email, or by the time stamp indicated on BC Bid.

Artists / Artist Teams interested in this opportunity should submit the information requested in Section 3.3 in electronic format in one (1) pdf file no larger than 10 MB. Please include “SLS Public Art RFQ” in the subject line.

The Response must comply with all submission requirements as provided in this document.

If the Response is submitted by email, the Response must include a **Submission Declaration** (Appendix B) signed by an authorized representative of the Artist / Artist Team.

Responses should be submitted by providing the information requested in this Section 3, responding to each Criteria in the sequence requested, in a similar format referencing numbered questions and applicable answers as outlined in Section 3.3. All pages should be consecutively numbered.

The Artist / Artist Team Response must be in writing and, if in electronic form, files must be able to be opened and read by the Ministry. If the Ministry cannot read or open any attachment to a Response, the Response will be rejected in its entirety.

Unless specifically requested by the Ministry, the Response should not include any additional attachments or appendices. In its evaluations the Ministry may only consider material that is included in the Response. The Ministry may not, for example, consider the content of a website or online document even if the URL or a hyperlink to it is provided in the Response.

TI Corp reserves the right to reject proposals that are not presented in the order and format as outlined in this RFQ. It is the Artist’s / Artist’s Team’s responsibility to ensure all information is provided and submitted in the format requested. To ensure fairness to all proponents, proposals received that include information not requested or not relevant to this project will not be evaluated.

3.2 Enquiries

Artists / Artist teams may submit any questions or clarifications about the public art call by email to procurement@ticorp.ca no later than the deadline provided on page 1 (cover page) of this RFQ. Responses to inquiries will be posted on BC Bid. Inquiries received after this date may not be answered.

3.3 Submission Content Requirements

Responses should include the following information, in the order prescribed below. Artist / Artist Team must meet the minimum scores provided for each section in order to be considered for shortlisting.

Criteria	Subject	Content Requirements
1.	Contact Information	<p>Identify the name of the proposed Artist or Artist Team members below. If applying as a Team, a Team Lead must be identified.</p> <p>Individual Artist Artist Name, Phone number and Email:</p> <p>Artist Team Team Lead Name, Phone number and email: Team Members names and emails.</p> <p>The Artist should have experience in the design, fabrication, installation and commissioning of public artwork for projects of similar scope and complexity to the Services described in this RFQ.</p>
2.	Art Type Selection	<p>Select all Art Types that the Artist / Artist Team are interested in applying:</p> <p><input type="checkbox"/> 2D Artwork <input type="checkbox"/> 3D Artwork <input type="checkbox"/> 2D Glass Art</p>
3.	Letter of Approach (30 points / minimum 15)	<p>Describe the Artist's / Artist Team's approach, experience, and capabilities to demonstrate how the Artist / Artist Team will successfully meet the Project goals for the Surrey Langley SkyTrain Public Art Program by answering the following questions:</p> <p>Describe your interest in this project and how your artwork and art-making process would be a good fit for the opportunity in approximately 1,000 words.</p> <p>In less than 1,000 words, describe:</p> <ul style="list-style-type: none"> • Why the Artist / Artist Team is interested in the SLS Public Art Program; • the Artist's / Artist Team's approach in meeting the Project goals. • how the public art opportunity is related to the Artist's practice (Please do not propose a concept at this time); • the Artist's / Artist Team's experience in successfully completing public art projects of comparable scale and complexity, including experience in working with design and construction professionals.

Criteria	Subject	Content Requirements
		<p>The Artist's / Artist Team's connection to or interest in a particular community or geographic area along the Surrey Langley SkyTrain alignment (route). If not applicable, indicate that the Artist / Artist Team is open to opportunities in any location.</p>
<p>4.</p>	<p>Past Public Art Projects</p> <p>(20 points per project / minimum 10 per project)</p> <p>(Total 40 points)</p>	<p>Artists should identify and describe two (2) public art projects in which the Artist / Artist Team led the design and fabrication process.</p> <p>A minimum of one example should have been completed within the last five years. Preference will be given to artists with experience fabricating and / or managing the art fabrication process.</p> <p>Provide the following information for Projects 1 & 2.</p> <p>Project title: Commissioning body: Artwork Location: Art Budget: Overall Dimensions: Material(s) Use: Fabrication Techniques: Completion Date: Artist's / Artist Team's Role in the Project: If responding as an Artist Team, indicate the role of each Artist in the Project.</p> <p>Provide three (3) photos for each public art project including how the artwork integrates into the public space.</p>
<p>5.</p>	<p>Case Study</p> <p>(30 points / minimum 15)</p>	<p>Describe in detail a project of similar scope and complexity to the SLS Public Art in which the Artist / Artist Team led the design and fabrication process. The case study example must not have been used as Projects 1 & 2. Preference is given to Artist / Artist Team presenting a case study project of the same art type(s) for which the Artist / Artist Team is applying.</p> <p>Describe how the Artist / Artist Team responded to site conditions and contextual characteristics, dealt with unexpected risks and complications, and successfully managed schedule and budget.</p> <p>Provide the following information for Project 3:</p> <p>Project title: Commissioning body: Artwork Location: Art Budget: Overall Dimensions: Material(s) Use: Fabrication Techniques: Completion Date: Artist's / Artist Team's Role in the Project: If responding as an Artist Team, indicate the role of each Artist in the project.</p> <p>Provide four (4) photos for the case study public art project including how the</p>

Criteria	Subject	Content Requirements
		artwork integrates into the public space.
6.	Artist's CV	Include the Artist's CV and attach to the pdf file submission. If applying as an artist team, please provide one CV per team listing past collaborative works.
7.	Submission Declaration	Complete and sign the Submission Declaration (Appendix B) and attach to pdf file submission.

4. Selection Criteria

4.1 RFQ Response Shortlisting

Selection criteria for the Artist RFQ Response shortlisting is based on, but not limited to, the following:

- a) Evaluation of information provided in Section 3.3
- b) Thoughtfulness and creativity evident from the letter of approach in response to Project goals;
- c) Artistic merit of past artworks;
- d) Artist's demonstrated ability to respond to site conditions and contextual characteristics;
- e) Artist's experience in projects of a similar nature;
- f) Ability to collaborate with design professionals and stakeholders as evidenced in past collaborations;
- g) Technical skills in detailing and fabrication as demonstrated in past works; and
- h) Demonstrated ability to delivery projects on schedule and budget.

The Project may consider other criteria it identifies as relevant. Any criteria considered will be applied evenly and fairly to all submissions.

5. Selection Panel

The Selection Panel is a Province-appointed panel comprised of five (5) voting members, including: two members representing visual art professionals; one member representing the Municipality in which the station is located; one member representing TransLink; and one member representing the Province as follows:

- a) Two members representing the visual art profession;
- b) One member representing the Municipality in which the station is located;
- c) One member representing TransLink; and
- d) One member representing the Province.

The following non-voting members may, at times, provide technical advice or feedback to the Selection Panel and may attend the selection meetings:

- a) SLS Technical Lead representing the Province;
- b) Operation and Maintenance personnel from BC Rapid Transit Company (BCRTC);
- c) Design-Builder representative;
- d) Professional Art Conservator; and
- e) Professional Art Advisor

TI Corp will have sole and absolute discretion in considering, evaluating, and judging the acceptability of Responses. TI Corp will select the shortlisted Responses (Artists / Artist Teams) based on the evaluation

criteria provided and recommendations from the Selection Panel. Responses will be considered based on the information contained therein and any information obtained by TI Corp as a result of any subsequent clarifications if applicable.

6. Reference Checks & Notification of Shortlisting

6.1 Reference Checks

The Ministry may conduct reference checks on Artists / Artist Teams who have passed Stage Two.

Reference checks may be conducted on the Artist, on a pass-fail basis. The Ministry may reject any Artist for which the referee information, as set out below, is requested and not provided or, the references, in the Ministry's sole opinion, are deemed to be unsatisfactory.

Any referee cannot be a contact internal to the Artist's organization e.g., the referee cannot be a co-worker, supervisor, or other internal contact. Referees need to be from a party that is not the Artist. For each referee, the Artist should provide the following information:

1. Name of the referee and their organization, together with the position, mailing address, telephone number and email address of the referee; and
2. Current relationship of the Artist / Artist Team, if any, with the referee.

In addition, the Ministry reserves the right to contact referees that were not provided by the Artist / Artist Team to obtain references pertaining to the Artist / Artist Team and Artist / Artist Team Artist (if applicable). This includes contacting substitute referees from the same reference company as the one provided by the Artist / Artist Team.

The Reference Checks do not supersede any other reservation of rights in favour of the Ministry, including any reservation of rights set out in Appendix D.

6.2 Notification of Shortlisting

Artists will be notified as to whether the Artist / Artist Team has been shortlisted.

The Ministry will offer a debriefing by request to shortlisted Artists. The debriefing will be at a mutually agreeable time and, at the sole option of the Ministry, by telephone conference or some other means. On request of the Artist, the Ministry will promptly provide a written explanation for its decision.

7. Further Information

For further information about this project please refer to Surrey Langley SkyTrain Project website, at: gov.bc.ca/surreylangleyskytrain

APPENDIX A: RESPONSE INFORMATION AND GUIDELINES

DELIVERY OF RESPONSES:

Responses should be in English and must be submitted using one of the submission methods below.

Email Submission: Artist / Artist Teams may submit an electronic submission of the Response and **Appendix B (Submission Declaration)** by email. Submissions made via email must be submitted to procurement@ticorp.ca

BC Bid Electronic Submission: Artist / Artist Teams may submit an electronic submission using BC Bid. Submissions must be made 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 submission using the BC Bid system. Use of an e-bidding key is effective as signature.

Hard Copy Submission: will not be accepted.

Regardless of submission method, submissions must be received before Closing Date and Time on the title page (page 1) of this RFQ to be considered.

PROPOSAL CONTACT: Enquiries related to this RFQ, including any requests for information or clarification may only be directed in writing to the following person by the deadline for inquiries on BC Bid. 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.

procurement@ticorp.ca

RFQ Appendix B
Submission Declaration Form

[Only for email submission]

For purposes of this advisory: **(i)** the word “**RFx**” means that certain type of procurement or information gathering process identified in the “overview” menu tab of the BC Bid application to which You are submitting a response; **(ii)** Your response to the RFx, regardless of the opportunity type, is referred to as Your “**Submission**”; **(iii)** the submitting party is referred to as “**You**” or “**Your**”; and **(iv)** each of the defined terms in this paragraph are cross-referenced to defined terms set out in the applicable RFx.

You are about to make a Submission to an RFx. By submitting the Submission, You:

- (i)** agree to the BC Bid Terms and Conditions of Use located [here](#).
- (ii)** agree to all of the terms and conditions of the RFx, including any applicable process rules pertaining to the RFx that are located in the “process rules” section of the BC Bid application; and
- (iii)** affirm and declare that your authorized representative’s name being signed, or an image of that signature being affixed on this form, will constitute Your legally binding signature.

Signature of Your authorized representative

Print name of Your authorized representative

Print legal name of the Artist / Artist Team

DATE: _____

APPENDIX C: DEFINITIONS

Definitions used in this Single Use Request for Qualifications

Throughout this Single Use Request for Qualifications (SURFQ), the following definitions apply (and the singular is interchangeable with the plural). Some definitions contain cross references to other defined terms of like meaning that may be found in BC Bid, an e-bidding pop-up advisory or a Submission Declaration.

“Addenda” means all additional information regarding this SURFQ including Amendments to the SURFQ. The “Addenda” menu tab is located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.

“Artist Team” means the group of Artists, under the direction of a Lead Artist.

“Amendment” means a change to the SURFQ that results in posting an updated version of the SURFQ requiring Artist / Artist Teams to submit a new Response to the SURFQ as amended. Amendments will be noted in the amendment reason section of the “Overview” menu tab located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.

“BC Bid” means BC Bid located at bcbid.gov.bc.ca.

“BCeID” means a password ID that is required if an Artist / Artist Team intends to prepare and submit Responses electronically using BC Bid. See <https://www.bceid.ca/> for more information.

“Change” means, in respect of an Artist / Artist Team or Qualified Artist / Artist Team, a change in qualifications, point of contact information for notices, or in business entity name or structure and “Changed” has a corresponding meaning.

“Closing Date and Time” means the closing time and date for this SURFQ as set out in the “RFx general information” section of the “overview” menu tab; and as initially set out on the cover page to the SURFQ.

“Closing Location” means, as applicable, the hard copy delivery location; email address; or BC Bid for

the submission of Responses as indicated in the “delivery of submissions” section of the “overview” menu tab and as initially set out on the cover page to the SURFQ.

“Contract” means a written agreement executed by the Province and the Contractor as a result of a Solicitation, if any.

“Contractor” means a Proponent to the Solicitation that enters into a Contract with the Province.

“Corporation” means Transportation Investment Corporation issuing this SURFQ on behalf of the Ministry.

“Enquiries Deadline” means the preferred cut-off date for supplier questions set out on the “overview” tab within BC Bid. Supplier questions received after this date, if applicable, may not be answered.

“Government Electronic Mail System” means the electronic mail system of the Province.

“Issue Date” means the date the SURFQ was posted to BC Bid as set out in the “RFx general information” section of the “overview” menu tab; and as initially set out on the cover page to the SURFQ.

“Ministry” means the Ministry of Transportation and Infrastructure issuing this SURFQ and includes the Province.

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

“Official Contact” means the individual named on the “opportunity details” menu tab for the SURFQ serving as the official SURFQ contact person for the Province; and as initially set forth on the cover page of this SURFQ

“Proponent” means a Qualified Artist / Artist Team that submits a Submission in response to a Solicitation, if any.

“Province” means His Majesty the King in right of the Province of British Columbia and includes the Ministry.

“Qualified Artist” means an Artist or Artist Team that as a result of meeting the qualifications and

requirements described in this SURFQ is shortlisted by this SURFQ and is permitted to submit a proposal to the Solicitation.

“Resource”: means an employee or subcontractor of an Artist or Qualified Artist that is proposed in Response or, if resources are not evaluated in this RFQ, a Resource proposed in response to a Competition Notice.

“Respondent” or **“Artist”** means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Response, (see also “You” and “Your”).

“Response” means a written response to the SURFQ and includes the information and documentation, if any, required by the applicable Response Form(s) that is submitted by an Artist or Artist Team (see also “Submission”).

“Response Form” means the Artist Response, and any other document that is required to be submitted, if any, as part of a Response, including, if applicable, the Submission Declaration Form.

“RFx” has the same meaning as SURFQ as the term may appear in BC Bid, the Submission Declaration Form or BC Bid pop-up advisories associated with submitting a Response.

“should”, “may” or **“desirable”** means a requirement having a significant degree of importance to the objectives of this SURFQ

“Single Use Request for Qualifications” or **“SURFQ”** means this pre-qualification shortlisting

process described in this document and, including any attached or referenced appendices, schedules or other documentation and as may be modified in writing from time to time by the Province by Addenda.

“Solicitation” means a separate competitive process that may be issued to Qualified Artist, for the provision of the services described in this SURFQ.

“Submission” as used in the Submission Declaration and within BC Bid and its pop-up advisories related to this SURFQ has the same meaning as Response.

“Submission Declaration Form” means the form so identified and named in the SURFQ for use with Responses submitted by email or hard copy delivery if such submission methods are allowed by the SURFQ.

“Successful Proponent” means any Proponent who is awarded a Contract through the Solicitation process, if any.

“Tax Verification Letter” means a letter issued by the Province’s Ministry of Finance to verify that a Contractor 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 as a condition of Contract finalization in relation to the Solicitation, if any.

“You” and **“Your”** as used in the Submission Declaration Form and any pop-up advisories related to this SURFQ has the same meaning as Artist.

APPENDIX D: TERMS AND CONDITIONS

Acceptance of Terms and Conditions

Submitting a Response indicates acceptance of all the terms and conditions set out in the SURFQ, including all appendices, Addenda, and these SURFQ process rules.

The Artist or Artist Team Response must be signed by a person authorized to sign on behalf of the Artist with the intent to bind the Artist to the rules and requirements of the SURFQ and to the statements and representations in the Artists Response:

(i) For Responses submitted by an Artist / Artist Team with a Business BCeID that is registered to submit its Response electronically through BC Bid, clicking the “I Agree and Submit” button that follows the pop-up advisory associated with Response submission constitutes the signature of the Artist / Artist Team and is acceptable without additional signature. By submitting its Response electronically through BC Bid, the Artist / Artist Team is agreeing to the terms and conditions of the SURFQ.

(ii) For Responses submitted by hard copy to a physical address or Responses submitted by email, Artists / Artists Teams must prepare and submit the Submission Declaration Form prepared by Artist / Artist Team that is available for download and located in the “RFx documents” section of the “overview” menu tab for the SURFQ.

Submission of Responses

a) Responses must be received before the Closing Date and Time at the Closing Location using one of the permitted submission methods set out in the “delivery of submissions” section of the “overview” menu tab of this SURFQ. Responses must not be sent in a manner not authorized by this SURFQ, except in the circumstances set out in the subparagraph (0 to this section below. The Artist / Artist Team is solely responsible for ensuring that, regardless of the submission method selected, the Province receives a complete Response, including all attachments or enclosures, before the Closing Date and Time.

For electronic submissions (BC Bid or email), the following applies:

(i) The Artist / Artist Team is solely responsible

for ensuring that the complete electronic Response, including all attachments, is received before the Closing Date and Time;

The maximum size of any attachment uploaded to BC Bid electronically, is required to be 500 MB or less;

The maximum size of each email attachment is required to be 20 MB or less (Artists / Artist Teams are solely responsible for ensuring that email Response submissions comply with any size restrictions imposed by the Artist / Artist Team internet service provider);

Artist / Artist Team should submit email Response 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 Artist / Artist Team 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; Artist / Artist Teams should identify the order and number of emails making up the email Response submission (e.g. “email 1 of 3, email 2 of 3...”);

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

Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Artists / Artist Teams submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Province may reject Responses that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

Artist / Artist Teams are encouraged to become a registered e-bidding subscriber of BC Bid. Only registered e-bidding users of BC Bid can make electronic Responses on BC Bid. BC Bid e-bidding is an annual fee-based subscription service and the duration of the registration process for e-bidding may vary for different users. Artist / Artist Teams

should refer to the BC Bid website for further information.

For email or hard copy Response submissions, including any withdrawal of a Response or any changes to a Response the subject line of the email (or in the case of hardcopy, clear written indication) and any attachment should be clearly marked with the name of the Artist / Artist Team, the SURFQ opportunity ID and the opportunity description.

The Province strongly encourages Artists / Artist Teams using electronic submissions to submit Responses with sufficient time to complete the upload and transmission of the complete Response and any attachments before the Closing Date and Time.

The Artist / Artist Team bears all risk associated with delivering its Response by electronic submission, including but not limited to delays in transmission between the Artist / Artist Team computer and the Government Electronic Mail System or BC Bid.

While the Province may allow for email Response submissions, the Artist / Artist Team acknowledges that email transmissions may be unreliable. The Artist / Artist Team is solely responsible for ensuring that its complete email Response submission and all attachments have been received before the Closing Date and Time. If the Artist / Artist Team receives any email confirmation from the Province that is associated with an email Response submission, despite the content of such email, any such email will not serve to confirm that a complete, sufficient, or timely Response or other related submission has been made by the Artist / Artist Team or received by the Province. If the Government Electronic Mail System rejects an email Response submission for any reason, and the Artist / Artist Team does not resubmit its Response by the same or other permitted submission method before the Closing Date and Time, the Artist / Artist Team will not be permitted to resubmit its Response after the Closing Date and Time.

An alternate submission method not initially permitted by the SURFQ may be made available, at the Province's discretion, before the Closing Date and Time, and it is the Artist / Artist Team sole responsibility for ensuring that a complete Response (and all attachments) submitted using an approved alternate submission method is received by the Province before the Closing Date and Time. The Province makes no guarantee that an

alternative submission method will be available or that the method available will ensure that a Artist / Artist Team Response is received before the Closing Date and Time.

Submitting through BC Bid may afford the Artist / Artist Team with tooltips that may be useful and advisories that information is incomplete and/or that mandatory fields have not been completed. Accordingly, those Artists / Artist Teams that nonetheless elect to use other submission methods (if allowed) will not benefit from these advisories and assume all risks of submitting by such submission methods. Should an Artist / Artist Team elect to use submission methods (if allowed) other than submitting through BC Bid, the Artist / Artist Team consents to the Province taking such steps that are necessary to input information from Artist / Artist Team Response into BC Bid for evaluation purposes.

Amendments and Addenda

(i) Artist / Artist Team should continually monitor the SURFQ as published on BC Bid in the event any Amendment or Addenda to the SURFQ have the effect of requiring an Artist / Artist Team to submit a new Response to the SURFQ in lieu of any Response to the SURFQ that a Artist / Artist Team may have submitted before such Amendment or Addenda. All Amendments will be noted in the "amendment reason" section of the "overview" menu tab on BC Bid. All Addenda will be noted on the "addenda" tab.

Additional Information

(i) It is the sole responsibility of the Artist / Artist Team to check for Addenda and Amendments on BC Bid.

Artists / Artist Teams are encouraged to become a registered user of BC Bid and to subscribe to BC Bid's email notification service in order to receive notices regarding Amendments and procurements or other opportunities organized by commodity codes selected by the registered user. BC Bid's email notification service is an annual fee-based subscription service and the duration of the registration process may vary for different users. Artist / Artist Team should refer to the BC Bid website for more information.

Late Responses

(i) Responses will be marked with their receipt time at the Closing Location. Only Responses received and marked before the Closing Date and Time will be considered to have been received on time. Responses received late will be marked late and not considered or evaluated. In case of a dispute, the Response receipt time as recorded by the Province at the Closing Location will prevail whether accurate or not.

Responses May Be Withdrawn At Any Time

(i) By submitting a clear and detailed written notice to the Official Contact, the Artist / Artist Team may withdraw its Response at any time, including after the Closing Date and Time. However, if a Qualified Artist / Artist Team withdraws its Response, that Qualified Artist will not be eligible to respond to a subsequent Solicitation, if any.

Changes to Responses

(i) The Artist / Artist Team will not change any part of its Response after the Closing Date and Time unless requested by the Province for purposes of clarification. In addition:

a) For Responses submitted by e-mail and for hard copy Responses delivered to a physical address, by submitting a clear and detailed written notice by email to the Official Contact, the Artist / Artist Team may amend its Response before the Closing Date and Time. Unless the SURFQ requires otherwise, Artist / Artist Teams should use a consistent submission method for submitting Responses and any amendments.

b) For Responses submitted through BC Bid, in order to amend the Response electronically through BC Bid, the Artist / Artist Team will need to copy the previous submission using the "other actions" menu and submit a new Response before the Closing Date and Time. Responses cannot be amended after the Closing Date and Time.

c) In lieu of amending a Response in accordance with above subsection b) (instance where the Response was initially submitted electronically through BC Bid), the Artist / Artist Team may amend its Response by submitting a clear and detailed written notice by email to the Official Contact before the Closing Date and Time. In the case of an amendment under this subsection c) the Artist / Artist Team should transmit a

complete Response containing all revisions sent by email to the Official Contact as a separate attachment; and by doing so the Artist / Artist Team is reaffirming its agreement to all of the terms and conditions of the SURFQ, including these SURFQ process rules.

Conflict of Interest, Unfair Advantage, Bias and No Lobbying

a) By submitting a Response, the Artist / Artist Team confirms that the current or past employment or other interests or relationships of the Artist / Artist Team do not create or lead to any actual, potential or perceived conflict of interest, unfair advantage, bias or reasonable apprehension of bias that would favor the Artist / Artist Team with respect to the procurement process. A Artist / Artist Team may be disqualified if the Artist / Artist Team's current or past corporate or other interests, may, in the Province's opinion, give rise to an actual or potential conflict of interest, unfair advantage or reasonable apprehension of bias that would favor the Artist / Artist Team and thereby import unfairness into the Procurement process. This includes, but is not limited to, involvement by a Artist / Artist Team in the preparation of the SURFQ or a relationship with any employee, contractor or representative of the Province involved in preparation of the SURFQ or participating on the evaluation committee. If a Artist / Artist Team is in doubt as to whether there might be a conflict of interest, the Artist / Artist Team should consult its own advisors and notify and consult with the Official Contact prior to submitting a Response.

b) An Artist / Artist Team must not attempt to influence the outcome of the SURFQ process by engaging in lobbying activities. Any attempt by the Artist / Artist Team 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 Artist / Artist Team.

Qualified Artist / Artist Team to Proponent Consistency

(i) If a Solicitation is issued, in order to submit a proposal, a Proponent is required to be the same legal entity that comprised the Artist / Artist Team that became a Qualified Artist / Artist Team as a

result of the SURFQ process.

Qualified Artist / Artist Teams are required to provide written notice to the Official Contact of any Change that has occurred with respect to the Qualified Artist / Artist Team from the time the Qualified Artist / Artist Team submitted its Response (as Artist / Artist Team) forward. This includes notifying the Official Contact of any Change, if any, prior to a Qualified Artist / Artist Team submitting a proposal to a Solicitation, if any.

Should any Change occur with respect to an Artist / Artist Team or Qualified Artist / Artist Team, whether or not they have provided the required notice of the Change, the Province reserves the right to conduct due diligence to confirm that the nature and extent of the Change and whether any such Change results in the disqualification of the Artist / Artist Team or Qualified Artist / Artist Team, as the case may be.

Evaluation

(i) Review and evaluation of Responses in accordance with the criteria and standards set forth in this SURFQ will be by an evaluation committee formed by the Province and may include employees and contractors of the Province.

a) Responses 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 Artist / Artist Team. The Province is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Response.

Responses from not-for-profit agencies will be evaluated against the same criteria as those received from any other Artist / Artist Teams.

Form of Contract

The form of Contract or as applicable, clauses that may form part of the Contract will be identified in a subsequent Solicitation, if any.

Debriefing

At the conclusion of the SURFQ process, all Artist / Artist Teams will be notified. Artist / Artist Teams may request a debriefing meeting with the Province. At the option of the Province, any debriefing meeting will be held by audio telephone

conference, in-person meeting, or some other means satisfactory to the Province.

Limitation of Liability and Artist / Artist Teams Expenses

(i) By submitting a Response, the Artist / Artist Team agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the SURFQ or with respect to the SURFQ competitive process, including claims for costs, expenses and loss of profits if no Solicitation is issued.

Notwithstanding the foregoing, nothing in this section shall limit the right of an Artist / Artist Team to access and utilize the Bid Protest Mechanism established under the New West Partnership Trade Agreement.

Artist / Artist Teams are solely responsible for their own expenses in participating in the SURFQ process, including costs in preparing a Response. Notwithstanding and without any waiver of the foregoing provisions of this section, at the sole discretion of the Province, the Province reserves the right to pay an Artist / Artist Team an amount equivalent to the reasonable costs incurred by the Artist / Artist Team in preparing its Response.

SURFQ Information Disclaimer

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

The SURFQ Does Not Create Contractual Rights

The SURFQ should not be construed as an agreement to purchase goods or services. The SURFQ does not commit the Province in any way to issue a Solicitation or award a Contract. Notice in writing to an Artist / Artist Team that it has been identified as a Qualified Artist / Artist Team will not constitute any contract or Contract, nor give the Artist / Artist Team any legal or equitable rights or privileges relative to the service requirements set out in this SURFQ or in any subsequent Solicitation, if any. Only if an Artist and the Province enter into a subsequent full written Contract, as a result of the Solicitation, will an Artist acquire any legal or equitable rights or privileges.

No Implied Approvals

Neither acceptance of a Response nor being deemed a Qualified Artist or Artist Team constitutes any approval of any activity or development contemplated in any Response that requires any approval, permit or licence pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

Reservation of Rights

In addition to any other reservation of rights set out in the SURFQ, the Province reserves the right, in its sole discretion to do any one or more of the following:

- a)** modify the terms of the SURFQ at any time prior to the Closing Date and Time.
- b)** cancel the SURFQ at any time prior to or after the Closing Date and Time.
- c)** not issue a Solicitation after the Closing Date and Time.
- d)** enter into direct commercial negotiations with a Qualified Artist / Artist Team without issuing any Solicitation, if that Qualified Artist / Artist Team is the only Qualified Artist / Artist Team so qualified as a result of the SURFQ.
- e)** waive any non-material irregularity, defect or deficiency in a Response.
- f)** request clarification(s) from a Artist / Artist Team with respect to its Response, including clarification(s) with respect to its Response on non-material administrative matters (i.e. a matter that is not scored) or where Response content is ambiguous, without any obligation to make such a request to any other Artist / Artist

Teams, and consider such clarification(s) in evaluating the Response.

- g)** disqualify any Response due to unsatisfactory references or any material error, omission or misrepresentation in the Response.
- h)** at any time, to reject any or all Responses.
- i)** disqualify a Response if the Province is not satisfied that the Artist / Artist Team is clearly identified.

at any time obtain the goods, construction and/or services described in the SURFQ by other means (including, a future solicitation) or do nothing.

exclude an Artist / Artist Team from participation in the SURFQ, at any point in the SURFQ process, where there is supporting evidence, on grounds of Artist / Artist Team:

- (i)** bankruptcy.
- (ii)** false declarations or misrepresentations.
- (iii)** significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the Province.
- (iv)** final judgments in respect of serious crimes or other serious offences.
- (v)** professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Artist / Artist Team.
- (vi)** engaging in conduct prohibited by the *Competition Act* such as bid rigging as described in section 47 of the *Competition Act*, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the *Competition Act*.
- (vii)** failure to pay taxes.

Ownership of Responses

All Responses and other records submitted to the Province in relation to the SURFQ become the property of the Province and, subject to the provisions of the SURFQ and the Freedom of Information and Protection of Privacy Act, 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

Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Artist / Artist Team to prepare and submit a Response.

Confidentiality Agreement

The Artist / Artist Team acknowledges that prior to the Closing Date and 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 Response.

Collection and Use of Personal Information

Artist / Artist Teams 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.

Tax Verification Letter

If there is a Solicitation, as a condition of Contract finalization, the lead Artist / Artist Team (or any next ranked replacement to that lead Artist / Artist Team) may be required to provide the Ministry with a valid Tax Verification Letter. If a lead Artist / Artist Team is not able to produce the Tax Verification Letter (if required) during Contract finalization, then the Province will be entitled to terminate discussions with that lead Artist / Artist Team and proceed as described in the Solicitation. The Solicitation, if any, will contain more information regarding this requirement.

Solicitation May Follow SURFQ

If a Solicitation follows this SURFQ, it may be a binding process that is intended to create what is known in Canadian tendering law as “contract A” or it may be a negotiated, non-binding process that is not intended to create any contract A.

Shortlisting, Scores and Tie Breaking

Shortlisting: if this SURFQ is used to shortlist less than all of the Artist / Artist Teams satisfying all SURFQ mandatory requirements and all minimum scores (if any) associated with the SURFQ weighted criteria, then and in that event, having fewer than the prescribed, limited number of Qualified Artist /

Artist Teams (if so prescribed) will result in a lesser number of Qualified Artist / Artist Teams being eligible to submit a proposal in response to a subsequent Solicitation, if any.

No score carryover: no ranking among Qualified Artist / Artist Teams, nor scores attributed to the Qualified Artist / Artist Teams will be carried over to the Solicitation, if any.

Tie breaker: in the event of a tie among Qualified Artist / Artist Teams, any tied Qualified Artist / Artist Team will be eligible to put in a proposal to the Solicitation, if any.

Subcontractors

While Artist / Artist Teams may intend to use subcontractors to deliver aspects of the services that are the subject of the SURFQ, proposed subcontractors will not be evaluated under this SURFQ; only the Artist / Artist Team will be evaluated against the requirements of this SURFQ.

If a Solicitation is issued, unless the Solicitation provides otherwise, the Proponent may propose using one or more subcontractors to deliver aspects of the services that are the subject of the Solicitation so long as the proposal identifies the Proponent as the entity that will be the Contractor that will have sole contractual responsibility for the performance of the Contract, if any.

Trade Agreements

It is anticipated that if a Solicitation follows this shortlisting process, the following Trade Agreements will apply to that Solicitation. Despite the identification of the Trade Agreements listed below, the Trade Agreements specified in a subsequent Solicitation will control and govern the Solicitation, if any.

- The Canada-European Union Comprehensive Economic and Trade Agreement;
- Canada-UK Trade Continuity Agreement;
- The Canadian Free Trade Agreement;
- The Comprehensive and Progressive Agreement for Trans-Pacific Partnership; and
- The New West Partnership Trade Agreement; and
- The World Trade Organization – Agreement on Government Procurement.